

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 July 5, 2022

TELECONFERENCE INFORMATION

This meeting will be held both in person and via teleconferencing with some members of the Board possibly attending from separate teleconference and remote locations. 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.

Teleconference locations will be available to the public:

1. First and Second Meetings of Each Month in the Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;

2. Third Meeting of Each Month in the Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA. 93517;

3. Zoom Webinar.

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/82456054900 Or visit https://www.zoom.us/, click on "Join A Meeting" and enter the Zoom Webinar ID 824 5605 4900. 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 824 5605 4900. 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 - 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. Board Minutes

Departments: Clerk of the Board

Approval of the Board Minutes from April 12, 2022 and April 19, 2022 Regular Meeting of the Board of Supervisors.

Recommended Action: Approve the Board Minutes from the April 12, 2022 and April 19, 2022 Regular Meeting of the Board of Supervisors.

Fiscal Impact: None.

B. White Mountain Fire Department Appointment

Departments: Clerk of the Board of Supervisors

Pursuant to Health and Safety Code sections 13000 - 13970, the White Mountain Fire Protection District (White Mountain Fire) informed the Mono County Clerk of two vacancies on its governing board. Notice of the vacancies was posted in

three conspicuous places as required by Government Code section 1780. Since it is past the 60-day time frame in which the White Mountain Fire Board could have made the appointment, under section 1780, the Board of Supervisors may make the appointment. Subsequently, White Mountain received one application, from Bruce Vidal. Accordingly, the White Mountain Fire Board is asking that the Board of Supervisors appoint Bruce Vidal a member of the White Mountain Fire governing board for a term ending November 30, 2022.

Recommended Action: Appoint Bruce Vidal to the White Mountain Fire Protection District governing board for a term ending November 30, 2022.

Fiscal Impact: None.

C. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 5/31/2022.

Recommended Action: Approve the Treasury Transaction Report for the month ending 5/31/2022.

Fiscal Impact: None.

D. Maternal, Child, and Adolescent Health (MCAH) Agreement Funding Application FY 2022-23

Departments: Public Health

Maternal, Child, and Adolescent Health (MCAH) Agreement Funding Application (AFA) for FY 2022-23.

Recommended Action: Approve the Maternal, Child, and Adolescent Health (MCAH) Agreement Funding Application (AFA) for FY 2022-23 and authorize the Chairperson to sign the MCAH AFA Agency Information Form to execute the agreement on behalf of the County. Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided they are approved by County Counsel and do not materially affect the County's rights. Provide any desired direction to staff.

Fiscal Impact: There is no impact to the County General Fund. The MCAH program is funded with a mix of federal Title V and Title XIX dollars and Public Health Realignment, totaling \$113,231.22 for FY 2022-23, and was included in the Department's budget request for this year.

E. Privacy and Security Agreement Extension with DHCS and CDSS Departments: Social Services

The Department of Health Care Services (DHCS) and California Department of Social Services (CDSS) both have Privacy and Security Agreements (PSA) with

Mono County Social Services. They are drafting a new PSA which is going through California Welfare Director's Association County review and negotiations currently. Given the delay in this renewal, DHCS and CDSS will be electing to use the available 6-month extension detailed within both of their 2019 PSA agreements with the County, under Section XVIII. Termination. This would extend the term of current PSAs from September 2022 through March 1, 2023, to allow time for the remaining steps of the state's renewal process while minimizing impacts to County Department/Agencies and allowing ongoing data transmissions of PII. In order to proceed with the PSA extension, DHCS and CDSS need each county to provide a written acknowledgement of agreement to the 6-month extension.

Recommended Action: Agree to extend the Privacy and Security Agreements between Mono County and the Department of Health Care Services and the California Department of Social Services for six months, and authorize Mono County Social Services Director, Kathy Peterson, to acknowledge and agree to such an extension.

Fiscal Impact: None.

F. Adoption of Vehicle Miles Traveled Thresholds of Significance Departments: Community Development

Proposed ordinance for adoption of Vehicle Miles Traveled thresholds of significance (second reading).

Recommended Action: 1. Adopt the Addendum to the 2015 Mono County General Plan Environmental Impact Report (EIR) and direct staff to file a Notice of Determination. 2. Adopt ORD22-___, establishing thresholds of significance and screening criteria for the purpose of analyzing impacts under the California Environmental Quality Act (CEQA) related to Vehicle Miles Traveled (VMT).

Fiscal Impact: None.

G. Inyo Mono Broadband Consortium - Funding Opportunity and Governance

Departments: CAO

On May 19, 2022 the California Public Utilities Commission (CPUC) adopted Decision (D). 22-05-029 which made programmatic changes to the California Advanced Services Fund (CASF) Consortia Grant Account and allocated \$10.71 million of funding for California regional broadband consortia in FY 22-23.

Recommended Action: Adopt proposed resolution: (1) requesting that the Eastern Sierra Council of Governments (ESCOG) integrate the Inyo-Mono Broadband Consortium (IMBC) into its governance structure, including serving as the board of the IMBC; and (2) authorizing the ESCOG to apply for, administer and expend grants and other revenues, including broadband consortia funding

allocated under the CASF, in furtherance of regional broadband development.

Fiscal Impact: The IMBC may request up to \$200,000 per year for four consecutive years.

H. Budget Allocation Transfer Request

Departments: Clerk of the Board, Clerk-Recorder, Registrar of Voters

This item is a request for appropriation adjustments in the Board of Supervisors, Elections, and Clerk-Recorder budget units.

Recommended Action: Approve appropriation transfer request of \$49,524 from the Clerk-Recorder Budget unit to account for budget adjustments as recommended in Attachments A, B, and C, or as amended (requires 4/5ths approval).

Fiscal Impact: \$49,524 will transfer from the Clerk Recorder Budget Unit, of which \$3,588 will transfer to the Board of Supervisor Budget Unit, and \$45,936 will transfer to the Elections Budget Unit.

I. Facilities Amended Budget FY 2021-22

Departments: Public Works

Facilities Division Appropriation Transfer request to account for budget adjustments as recommended in Attachment A,

Recommended Action: Approve Facilities Division Appropriation Transfer request to account for budget adjustments as recommended in Attachment A, or as amended (requires 4/5ths approval).

Fiscal Impact: No General Fund impact. Transfers are between existing Public Works budget units only.

6. CORRESPONDENCE RECEIVED

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

A. Governor's Proclamation for the November 8, 2022, General Election Departments: Elections

A proclamation by the Governor of the State of California that the General Election will be held throughout the state on Tuesday, November 8, 2022.

7. REGULAR AGENDA - MORNING

A. Review and Declaration of June 7, 2022 Statewide Direct Primary Election Results

Departments: Elections 10 minutes

(Scheereen Dedman, Registrar of Voters) - Presentation of certified election results. Request for declaration of results. Due to California Elections Code requiring "signature cure" letters to be accepted until two days before certification of the election, the final results cannot be attached to the agenda. To view the complete Statement of Vote (which will be submitted to the Secretary of State electronically, when available), visit the link:

below: https://monocounty.ca.gov/elections/page/june-7-2022-statewide-directprimary-election-results

Recommended Action: 1) Approve as correct the Statement of Votes for the June 7, 2022 Statewide Direct Primary Election; and 2) Pursuant to the Statement of Vote, approve as correct the total votes cast for the June 7, 2022 Statewide Direct Primary Election.

Fiscal Impact: None.

B. MOU between Mono County and CDSS for Mass Care and Shelter Supplies

Departments: Social Services

10 minutes

(Kathy Peterson, Social Services Director) - Memorandum of Understanding between Mono County and the California Department of Social Services (CDSS) for the provision of State Mass Care and Shelter Supplies. CDSS understands there exists a great potential for a natural disaster or catastrophic event capable of producing Mass Care and Sheltering needs that may overwhelm local and regional capability. CDSS will provide the County, without monetary obligation, a trailer with State Mass Care and Shelter supplies for the County to store and maintain to respond to a natural disaster or catastrophic event. The County may provide access and use of the supplies to cities within the County and to surrounding counties in the Mutual Aid Region (MAR) (Region VI) to accommodate their need for emergency sheltering.

Recommended Action: Approve Memorandum of Understanding between the County of Mono and the California Department of Social Services for the provision of State Mass Care and Shelter Supplies for the County to respond to a natural disaster or catastrophic event.

Fiscal Impact: There is no fiscal impact. CDSS is offering supplies to the County without monetary obligation.

C. Cannabis Delivery in Unincorporated Areas of Mono County

Departments: Community Development

5 minutes

(Michael Draper, Planning Analyst II) - Proposed ordinance continuing temporary suspension of prohibition on cannabis delivery established by Mono County Code Section 5.60.140(L) until public outreach and input occur and a long-term

policy either allowing or prohibiting cannabis delivery is implemented by the County.

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

Fiscal Impact: This ordinance continues and expands opportunities for unincorporated Mono County Cannabis operators to collect revenues, which brings an incremental increase in cannabis tax revenues to the County.

D. Cal Trans - District Maintenance Agreement

Departments: CAO and Sustainable Recreation 10 minutes

(Robert C. Lawton, CAO and Stacey Simon, County Counsel) - Proposed contract with Cal Trains District 9 pertaining to deployment, servicing, and maintenance of dumpsters and restrooms along Cal Trans District 9 managed Rights of Way in Mono County. The Clean California program is invested in "removing litter, creating jobs, educating the public and engaging the community to transform unsightly roadsides into spaces of pride for all Californians." This district maintenance agreement will provide Mono County with up to \$100,100 for the deployment, servicing, and maintenance of portable restroom and dumpster facilities along Cal Trans managed Right of Ways in Mono County. This agreement is intended to compliment the Dispersed Camping Collaborative and Camp Like a Pro action plan(s) to "protect our public lands from fires, trash, and trampling" and will be located in high use dispersed camping and popular day-use recreation areas.

Recommended Action: Approve and authorize the Public Works Director to sign proposed contract. Authorize the Public Works Director, in consultation with County Counsel, to administer contract. This authorization shall include making minor adjustments to said contract from time to time as the Public Works 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.

8. CLOSED SESSION

A. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: County of Mono v. City of Los Angeles et al., Cal. Court of Appeal, First District, Case No.: A162590.

B. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

C. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, 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 Sheriff's Association. Unrepresented employees: All.

D. 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 July 5, 2022

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Approval of the Board Minutes from April 12, 2022 and April 19, 2022 Regular Meeting of the Board of Supervisors.

RECOMMENDED ACTION:

Approve the Board Minutes from the April 12, 2022 and April 19, 2022 Regular Meeting of the Board of Supervisors.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 760-932-5535 / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

🗖 YES 🔽 NO

ATTACHMENTS:

Click to download
April 19, 2022 DRAFT Meeting Minutes
April 12, 2022 DRAFT Meeting Minutes

History

Time	Who	Approval
6/29/2022 6:57 PM	County Counsel	Yes
6/29/2022 11:34 AM	Finance	Yes
6/30/2022 8:25 PM	County Administrative Office	Yes



DRAFT MEETING MINUTES 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. Teleconference Only - No Physical Location

Regular Meeting April 19, 2022

Backup Recording	Zoom
Minute Orders	M22-072 – M22-078
Resolutions	R22-034 – R22-036
Ordinance	ORD22-03 NOT USED

9:00 AM Call meeting to Order by Chair Gardner

Supervisors Present: Duggan, Gardner, Kreitz, and Peters (all attended via teleconference). Supervisors Absent: Supervisor Corless.

The Mono County Board of Supervisors stream most of their meetings live on the internet and archives them afterward. To search for a meeting from June 2, 2015, forward, please go to the following link: <u>http://www.monocounty.ca.gov/meetings</u>

"Those who say it can't be done, are usually interrupted by others already doing it". -James Baldwin

Pledge of Allegiance led by Supervisor Kreitz

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. Recognizing Milestone Anniversaries of County Colleagues

30 minutes

(Robert Lawton; Various Department Heads) - Recognizing County employees reaching milestone (5-year increment) anniversaries during 2022.

Action: Conducted recognition ceremony

Robert C. Lawton, CAO:

- Introduced Item
- Presented recognition for Chair Gardner (5 years) and Supervisors Peters (5 years)
- Presented the Assessor's Office Honorees
- Presented recognition Scheereen Dedman, County Clerk- Recorder Clerk of the Board of Supervisors (5years)
- Presented recognition Kathy Peterson, Social Services Director (10 years)

Supervisor Peters:

- "It's been a pleasure and honor to serve Mono County"
- **Robin Roberts, Behavioral Health Director:**

• Presented Behavioral Health Office Honorees

Scheereen Dedman, County Clerk- Recorder – Clerk of the Board of Supervisors:

- Citizens Wildfire Meeting is on the County YouTube page
- Thanked the Board of Supervisors and the County

Tim Kendall, District Attorney:

- Presented District Attorney's Office Honorees
- Alicia Vennos, Economic Development Director:
 - Presented Economic Development Department Honorees
- Chris Mokracek, Chief of Emergency Medical Services (EMS):
 - Presented EMS Department Honorees
- Janet Dutcher, Finance Director:
 - Presented Finance Department Honorees

Nate Greenberg, Information Technology (IT) Director:

- Presented IT Department Honorees
- Karin Humiston, Chief of Probation:
 - Presented Probation Department Honorees

Bryan Wheeler, Public Health Director:

• Presented Public Health Department Honorees

Tony Dublino, Public Works Director:

- Presented Public Works Honorees
- **Sheriff Ingrid Braun:**
 - Presented Sheriff's Department Honorees

Kathy Peterson, Social Services Director:

• Presented Social Services Department Honorees

Supervisor Duggan:

Note:

• Asked to Adjourn meeting in Honor of previous Board Member/ Planning Commissioner Paul Rowan

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.

Scheereen Dedman, JEDI Coordinator:

- Update on JEDI Program
- Upcoming meeting is Thursday

Kathy Peterson, Social Services Director:

- Reminder that Antelope Valley Senior Center is now open 8am to 2pm, lunch is at noon Monday through Friday
- May 6 Antelope Valley Thrift Store Board will be providing Senior Lunches, Raffle Gifts and BINGO

5. CONSENT AGENDA

Supervisor Duggan:

• For Items A and B, thanked Florene and Haislip for their desire to serve

Duggan motion. Peters seconded. absent Supervisor Corless Vote: 4 yes, 0 no, 1 absent

(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. Appointment to the Economic Development, Tourism and Film Commission

(Alicia Vennos) - Appointment of Florene Trainor to the Economic Development, Tourism and Film Commission for a 4-year term from April 19, 2022, to April 19, 2026, term will expire 2026.

Action: Appointed Florene Trainor to the Economic Development, Tourism and Film Commission for a 4-year term from April 19, 2022, to April 19, 2026.

Duggan motion. Peters seconded. absent Supervisor Corless Vote: 4 yes, 0 no, 1 absent M22-072 DRAFT MEETING MINUTES April 19, 2022 Page 4 of 12

B. Appointment to County Service Area #1

Appointment of Haislip Hayes to CSA #1 Board, term will expire December 31, 2024. **Action:** Appointed Haislip Hayes to CSA #1 Board, term will expire 2024.

Duggan motion. Peters seconded. absent Supervisor Corless Vote: 4 yes, 0 no, 1 absent M22-073

C. Disease Intervention Specialist (DIS) Workforce Development Grant Agreement

Proposed contract with California Department of Public Health pertaining to the Disease Intervention Specialist (DIS) Workforce Development Grant Agreement Number 21-10569.

Action: Approved and authorized Bryan Wheeler, Public Health Director, to sign proposed contract and associated certification clauses. Authorized Bryan Wheeler, Public Health Director, in consultation with County Counsel, 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.

Duggan motion. Peters seconded. absent Supervisor Corless Vote: 4 yes, 0 no, 1 absent M22-074

D. IHSS Advisory Board Appointments

(Kathy Peterson, Social Services Director) - The In-Home Supportive Services (IHSS) Program helps pay for services so that persons can remain safely in their own home. The Mono County IHSS Advisory Committee provides recommendations and advice regarding IHSS services in the community. Elizabeth Petrunak of Bridgeport and Carolyn Balliet of Mammoth Lakes seek appointment to the advisory board.

Action: Appointed the following individuals to staggered, three-year terms on the In-Home Supportive Services (IHSS) Advisory Board: Elizabeth Petrunak of Bridgeport for a term commencing on October 1, 2021, and terminating on September 30, 2024; and Carolyn Balliet of Mammoth Lakes for a term commencing on May 1, 2022 and terminating on April 30, 2025.

Duggan motion. Peters seconded. absent Supervisor Corless Vote: 4 yes, 0 no, 1 absent

M22-075

E. Appointment of Members to the Mono County Community Corrections Partnership (CCP) Executive Committee

(Karin Humiston, Chief Probation Officer) - Proposed resolution declaring approval of the appointment of members to the Mono County Community Corrections Partnership (CCP) Executive Committee.

Action: Adopted proposed resolution.

Duggan motion. Peters seconded. absent Supervisor Corless Vote: 4 yes, 0 no, 1 absent R22-034

F. Establish 2022 Governance Ad Hoc Committee

(Robert C. Lawton, CAO) - Creation of an ad hoc committee of the Board to develop a draft Board Governance Manual and to draft update of the existing Board Rules of Procedure for presentation, discussion and final approval by the full board ("2022 Ad Hoc Governance Committee").

Action:

 Adopted the 2022 Governance Ad Hoc Committee Charter / Scope of Work
 Appointed Chair Bob Gardner and Supervisor Jennifer Kreitz to the Committee
 Directed the Committee to the Board with draft recommendations/documents on or before October 19, 2022

Duggan motion. Peters seconded. absent Supervisor Corless Vote: 4 yes, 0 no, 1 absent M22-076

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. 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.

Bryan Wheeler, Public Health Director:

Note:

• Presented Item

Action: None, informational only.

B. Permanent Supportive Housing at The Parcel in Mammoth Lakes

Departments: Behavioral Health

15 minutes

(Robin Roberts, Behavioral Health Director) - Loan and related agreements between Mono County and Mammoth Lakes Pacific Associates and Standard Agreement with State of California Department of Housing and Community Development (HCD) for No Place Like Home (NPLH) funds in support of the designation of eight to thirteen permanent supportive housing units, and supportive services programming space, within the affordable housing development to be constructed at the Parcel in Mammoth Lakes.

Action:

Adopted Resolution R22-035 approving a \$1.8 million loan and associated regulatory and subordination agreements for permanent supportive housing, authorizing the County Administrative Officer to execute the loan, agreements and the State of California No Place Like Home (NPLH) standard agreement and related documents, to provide an additional \$500,000 in NPLH funds to the project, and finding that the project qualifies for the streamlining procedures under California Environmental Quality Act ("CEQA") Guidelines section 15183.3 and that no further environmental review is required.

Adopted Resolution R22-036, restating the text of R20-99, Authorizing the County's Participation in the No Place Like Home Program (Non-Competitive), in its entirety and making minor modifications thereto as requested by HCD.

Robin Roberts, Behavioral Health Director:

- Introduced/Presented Item
- Acknowledged County Counsel Simon and Heather Gould have been amazing, helped Robin understand details
- No changes from what has previously been brought to the Board
- Making sure that we are protecting the tax dollar and especially all the regulatory pieces of the MHSA

Stacey Simon, County Counsel:

- Explains in detail status of the documents
- Premise that Robin put forward and tried to abide, was to hold firm on things that were mission critical for Mono County: in terms of providing housing and supporting services and to be more flexible in any item that could impose barriers on the development of the project
- Answer to Supervisor Peters: Amanda Greenberg did some intensive number crunching to determine the need (because the funds are so limited, didn't want

Note:

to restrict more units than we have to fill them, so the eight units plus the option of five additional units are aligned or attended to aligned with the current needs in Mammoth

Heather Gould:

• The developer helping to close in May, and will start immediately after

Supervisor Peters:

• Will there be any opportunity or a plan of additional permanent supportive housing?

Kreitz motion. Peters seconded. absent Supervisor Corless Vote: 4 yes, 0 no, 1 absent R22-035 and R22-036

C. Mono County Budget Policy

Departments: CAO, Finance

20 minutes

(Robert C. Lawton, CAO; John Craig, ACAO; Megan Mahaffey, Accountant III) - Review and discuss changes to current policy for 2022-2023 Budget development.

Action: Adopted revisions to Budget Policy for 2022-2023.

Robert C. Lawton, CAO:

- Introduced Item
- Thanked Janet Dutcher and Megan Mahaffey
- Explains the delay of the item
- Track Changes not accurate

John Craig, ACAO:

- Presented Item
- Presented correct Track Changes
- Clarifies that this section does not include Capital Improvement Project

Megan Mahaffey, Accountant III:

• Provided clarity on item Capital Improvement Project

Supervisor Duggan:

• Does this include Capital Improvement Project?

Peters motion. Duggan seconded.

absent Supervisor Corless Vote: 4 yes, 0 no, 1 absent

M22-077

D. Automated License Plate Reader System

Departments: Sheriff

15 minutes

(Sheriff Ingrid Braun) - Implementation of an Automated License Plate Reader (ALPR)

system by the Sheriff's Office.

Action: Reviewed ALPR policy and received public comment on ALPR as required by California Civil Code 1798.90.55.

Sheriff Ingrid Braun:

- Presented Item
- *Answer to Chair Gardner* Must establish a need to know, full training, when you can access, and what you can access system for or an ongoing investigation
- Answer to Supervisor Duggan Locations will not be told, can be in all patrol vehicles, and watch guard system and a couple of fixed locations
- *Answer to Supervisor Peters* Correct CHP could but currently do not have the capability

• *CalTrans* – has a policy against putting any ALPR on their facilities

Chair Gardner:

• There must be a reason or cause correct?

Supervisor Duggan:

• It is not just one device?

Supervisor Peters:

• Will law enforcement have control over the data that is collected (no other government entities)?

Public Comment – Seth Guthrie:

- Concerns are:
 - 1. 4th and 5th Amendment violations that this introduces to the County, he will be filing an immediate injunction relief. Data Tracking who gets the data at the end of the day? Does it go to the government? Does it stay within the County? Where are they logging it? Who has access to data? How often do they have access to it? Do they need a warrant to access the data?
 - 2. Asks that Sheriff proceeds under reasonable articulable suspicion (RAS)
 - 3. Biggest concern This is an overreach, we are headed into totalitarianism

E. Policy Regarding Acquisition and Use of Military Equipment

Departments: Sheriff

10 minutes

(Ingrid Braun, Sheriff) - Presentation regarding Sheriff's Department Policy regarding military equipment pursuant to Assembly Bill 481.

Action: Heard report from Sheriff, directed staff to post the proposed policy for thirty days on the County's website agenized adoption of ordinance following the thirty-day posting period.

Sheriff Ingrid Braun:

Note:

- Clarifies what Military Equipment means for Policy
- Presented Item

County Counsel Simon:

- Clarifies that there is no acquisition on new equipment, or from the US Military or any other military
- Equipment we already have

Public Comment – Seth Guthrie:

• Thank you for the clarity

Kreitz motion. Peters seconded. absent Supervisor Corless Vote: 4 yes, 0 no, 1 absent M22-078

8. CLOSED SESSION

Closed Session: 10:58 AM Reconvened: 11:23 AM

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, 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 - Initiation of Litigation

• Direction was given to staff to initiate litigation. The action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the agency's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section

54956.9. Number of potential cases: One.

C. Closed Session - Public Employee Evaluation

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

THE AFTERNOON SESSION WILL RECONVENE FOLLOWING CLOSED SESSION OR, IF TIME ALLOWS, ITEMS MAY BE TAKEN UP DURING THE MORNING SESSION PRIOR TO CLOSED SESSION.

9. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

• No one called in

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.

10. REGULAR AGENDA - AFTERNOON

A. PUBLIC HEARING: Moratorium on New Short-Term and Transient Rentals – ITEM MOVED TO 5/3 MEETING

Departments: Community Development

Public Hearing: 1:00 PM (45 minutes)

(Bentley Regehr, Planning Analyst) - Proposed ordinance to temporarily suspend County permitting of new short-term or transient rental operations of residential units. Options applying the moratorium to a combination of single-family units, multi-family units, and residential and non-residential land use designations are described.

Action: Adopt proposed urgency ordinance ORD22-___, an interim ordinance of the Mono County Board of Supervisors Temporarily Suspending the Permitting of New Short-Term and Transient Rentals of Residential Units in All Land Use Designations. The ordinance may be modified per the options described in the staff report, or in some other fashion as the Board may direct. If a moratorium is adopted, provide direction on processing accepted transient rental applications.

11. BOARD MEMBER REPORTS

Supervisor Duggan:

- 4/13 Attended IMACA closed session
- 4/14 Attended the Owens Valley Ground Water Authority Meeting: the board voted to submit amendments to the OVGA boundaries
- 4/15 Completed the NACo High Performance Leadership Academy

Chair Gardner:

• Last Tuesday evening the 12th I participated in the monthly meeting of the Mono Basin Housing Committee. We were joined by Sanjay Choudhrie, the County's new

Note:

Housing Manager. The committee is working on options for building housing on a vacant county-owned lot in Lee Vining.

- On Wednesday April 13 I drove to Hawthorne, Nevada, to meet with Cassie Hall, who is one of the Commissioners in Mineral County, and with other staff and contractors working with the Hawthorne Army Depot. We discussed the Depot's mission operations, specifically those involving detonation of munitions and the noise and other impact of these activities in the Mono Basin. We agreed the staff would come to the Mono Basin RPAC this summer to provide a briefing on the Depot's munitions detonation operations for our residents.
- Also, on the 13th I participated in the monthly meeting of the Mono Basin RPAC. Topics discussed at that meeting included updates from the Mono Basin Housing and Bear Committees and sending a letter of support for the Kutzadika Tribe Federal Recognition legislation.
- On Thursday, April 14 I participated with Supervisor Corless in the quarterly meeting of the Yosemite Gateway Partnership. Topics at that meeting included a review of the reservation system from Glacier Park National Park, and updates from various staff in Yosemite. There will be numerous construction projects in the Park this summer, which will create some travel delays. The Park is hosting a virtual meeting tomorrow morning at 9:00 AM for Mono Basin and other interested residents about their plans for plowing the Tioga Road. Our hope is that the road will be open before the Memorial Day weekend.
- On Friday the 15th I participated in a meeting with Charlotte Lange, the Kutzadika Tribal Chair, to discuss the status of their Federal Recognition legislation. We are continuing to set up appointments for Charlotte and others to meet with Congressional members and staff to request support for the pending bill.
- Yesterday I participated in a day long strategic planning session hosted by Mammoth Mountain for the June Mountain ski area. This was very interesting and provided much information about the status and future for June Mountain. Two takeaways for me from the day were that June Mountain is no longer losing money but does make a profit. Also, MMSA supports June and is interested in maintaining its special brand, and in building its capacity through investments in the future.
- Finally, last night we held the first session of the Citizens Wildfire Academy hosted by the Eastern Sierra Council of Governments. Dave Carle spoke about the "History of Wildfire in the Eastern Sierra and California" and did a great job. There were about 50 participants for this first session. Thanks to various County staff for their support for these sessions. The next session will be on May 16 at 6:00 PM and will be about Fire Ecology. More publicity will be forthcoming. **Supervisor Kreitz:**
- Tuesday was a special meeting between the Eastern Sierra Continuum of Care and HUD technical assistance staff and a regular meeting of the CoC on Thursday. The CoC voted to move the administration lead of the HMIS system to the County of Inyo.

- Wednesday was the regular meeting of the NACo Community Economic Workforce Development committee, and I met with Mono County's Housing Opportunities Manager. The CSAC LHT Policy Committee staff and vice chairs and I met for our final review of the Committee's meeting agenda for this week's Legislative Conference.
- Saturday, I attended the Birthday fundraising party of Joseph and Grace at the future home of the Access Apartments.

Supervisor Peters:

- Attended NACo Human Service Education Platform Change (Workshop)
- Opening of fishing is April 30
- Discussed stocking of fish in Mono County

ADJOURN in memory of Paul Rowan at 11: 26AM

Supervisor Duggan:

• Recognize and Adjourn in the honor of former Supervisor Paul Rowan, "thoughts and prayers to his family and would like to thank him and his family for his contributions to the county and making it a better place to live".

County Counsel Simon:

• Remembers Paul Rowan – "He was the kindest, gentlest, and most ethical man. A real asset to Mono County, a real public servant".

ATTEST

BOB GARDNER CHAIR OF THE BOARD

DANIELLE PATRICK SENIOR DEPUTY CLERK – ELECTIONS ASSISTANT



DRAFT MEETING MINUTES 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. Teleconference Only - No Physical Location

Regular Meeting April 12, 2022

Backup Recording	Zoom
Minute Orders	M22-068 – M22-071
Resolutions	R22-034 - Not Used
Ordinance	ORD22-03 - Not Used

9:03 AM Call meeting to Order by Chair Gardner

Supervisors Present: Corless, Duggan, Gardner, Kreitz and Peters (all attended via teleconference).

Pledge of Allegiance led by Supervisor Peters

Chair Gardner

- "It's not about 'what can I accomplish?' but 'what do I want to accomplish?' Paradigm shift."
 - Brene Brown

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

- No one 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**

Note:

A. Child Abuse Prevention and Sexual Assault Awareness Month

Departments: Social Services, Wild Iris, and Child Abuse Prevention Council (CAPC)

(Michelle Raust, Social Services; Courtney Powell-Walsh, CAPC; Caitlin Rea, Wild Iris) -Proposed resolution: To proclaim April 2022 as Child Abuse Prevention and Sexual Assault Awareness Month.

Michelle Raust, Social Services:

- Introduced Item
- Recognized Courtney
- Children's Summit July 13

Courtney Powell-Walsh, CAPC:

• Presented Item

Chair Gardner:

Read Proclamation

Supervisor Peters and Duggan:

• Thanked staff

Barbara Keller, Mono County Child Abuse Prevention Counsel and CASA of Eastern Sierra (Court Appointed Special Advocate)

• Gives background of CASA

Action: Adopted proclamation.

Corless motion. Kreitz seconded. Vote: 5 yes, 0 no M22-068

B. Recognizing Milestone Anniversaries of County Colleagues

Departments: CAO

(Robert Lawton; Various Department Heads) - Recognize those County employees who reached milestone work anniversaries (5-year increments) during the calendar year 2021. County employees reaching milestone anniversaries during 2022 will be recognized on April 19.

Robert C. Lawton, CAO:

- Presented Item
- Presented Milestone to Department Heads and Staff

Note:

DRAFT MEETING MINUTES April 12, 2022 Page 3 of 10

Chair Gardner:

• Presented Supervisor Corless – 5 years Wendy Sugimura, Director Community Development • Presented Michael Draper **Stacey Simon, County Counsel:** • Presented Anne Frievalt – 5 years **Chief Chris Mokracek, EMS** • Presented Milestone Staff Gerald Frank, Treasure/Tax Collector • Presented Finance Department Milestones Nate Greenberg, IT Director • Presented Milestone Staff Karin Humiston, Chief of Probation • Presented Milestone Staff **Bryan Wheeler, Director Public Health** • Presented Milestone Staff Kevin Julian, Roads Operations Superintendent Presented Milestone for Roads Staff & Facilities Staff Sheriff Braun: • Presented Milestone Staff

Kathy Peterson, Director Social Services

• Presented Milestone Staff

Action: Conducted recognition ceremony.

3. COUNTY ADMINISTRATIVE OFFICER

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

Robert C. Lawton, CAO:

- Interviews for HR Generalist
- 3rd Quarter Budget Preparation
- Strategic Planning
- 22-23 Budget Development with staff
- Has been appointed as a board member for CAL- ICMA County Management Association
- Governance Workshops last week
- Thanked the members of the Board, County Counsel Simon, Babs Kavanaugh, and Davis Campbell
- ٠

4. DEPARTMENT/COMMISSION REPORTS

Note:

DRAFT MEETING MINUTES April 12, 2022 Page 4 of 10

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

Stacy Simon, County Counsel

- Update Litigation against the City of Los Angeles and Los Angeles Department of Water and Power (LADWP): Date set for oral arguments 4/26/2022 at 10:50am
- They have fully briefed the case; this is the appeal filed by LADWP following Mono Counties success in the trail court

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.)

Duggan motion. Kreitz seconded.

Vote: 5 yes, 0 no

M22-070

A. Long Valley Hydrologic Monitoring Funding Agreements

(Nick Criss, Code Enforcement Officer) - Joint funding agreement between Mono County and the U.S. Geological Survey (USGS) and corresponding reimbursement agreement between Mono County and Ormat Nevada, Inc. pertaining to Long Valley hydrological monitoring activities conducted by the U.S. Geological Survey (USGS) as required by various conditions of approval for Ormat geothermal operations in Long Valley.

Action: Approved, and authorized Community Development Director to sign, Joint Funding Agreement with USGS and reimbursement agreement between Ormat and Mono County to fund hydrological monitoring activities for November 1, 2021, through October 31, 2022 in a not-to-exceed amount of \$112,103.

Fiscal Impact: Minor costs for staff time, which are provided for in the Community Development Department budgets. The proposed agreement commits Ormat to fund \$112,103 in hard costs for the FY 21-22 USGS well monitoring program.

Duggan motion. Kreitz seconded. Vote: 5 yes, 0 no

M22-069

6. CORRESPONDENCE RECEIVED

• No one called in

Direction may be given to staff regarding, and/or the Board may discuss, any item of

Note:

correspondence listed on the agenda.

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

(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.

Action: None.

Bryan Wheeler, Public Health Director:

- Introduced and Presented Item
- COVID Boosters:
 - 1. Anyone 50 and above are eligible 4th Booster
 - 2. Vons, Rite Aid, and CVS are all providing Booster
 - 3. Behavioral Health doing vaccines in the office (Civic Center
 - 4. Sunday did 38 vaccinations
 - 5. On the 24^{th,} 12 3pm will be in Bridgeport, offering vaccination and testing

Supervisor Peters:

• Asked Bryan to provide information on the COVID – Booster

Dr. Caryn Slack, Public Health Officer

• Explains booster and current situation/timeline in the County

B. Budget Adjustments for Board Approval

Departments: CAO, Finance

(John Craig Assistant CAO; Megan Mahaffey, Accountant III) - This item is to approve Mid-Year budget adjustments which were requested by Public Works and the Sheriff's Department as part of the Mid-Year Budget process but were not included in the presentation of Mid-Year adjustments on February 22, 2022. We are presenting them today because they were not presented to the Board at that time.

Action: Approved proposed budget adjustments. (4/5ths vote required)

John Craig, ACAO:

• Introduced and presented item

Duggan motion. Peters seconded. Vote: 5 yes, 0 no M22-070

C. Mono County Budget Policy

Note:

Departments: CAO, Finance

(Robert C. Lawton, CAO; John Craig, ACAO; Megan Mahaffey, Accountant III) - Review and discuss changes to current policy for 2022-2023 Budget development.

Action: Adopted revisions to Budget Policy for 2022-2023.

John Craig, ACAO:

- Introduced and presented item
- "Track changes" were lost in updated document– presented the track changes
- Sending track changes today to the Board

Supervisor Corless:

• Asked if Board could be provided with track changes and vote on item next week

•

Item will be brought back before the Board next week

D. Mountain View Fire Update and Review of Emergency Declarations

(Justin Nalder, MVF EOC Director) - Review of continuing need for Board of Supervisor's November 17, 2020, Declaration of Local Emergency of and Mono County Health Officer's November 19, 2020, Declaration of Local Health Emergency for the Mountain View Fire.

Action: Heard report from Incident Command and involved staff regarding status of Mountain View Fire response and recovery efforts. Find that there is a need to continue the local state of emergency declared on November 17, 2020, and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020).

Justin Nalder, MVF EOC Director

- Presented Item
- No Official word on cause of fire

Peters motion. Duggan seconded. Vote: 5yes, 0 no M22-071

E. Workshop Re Mono County Code Chapter 20.10 (Open Range)

• Item to be heard at a later date

Departments: County Counsel

(Nate Reade, Agricultural Commissioner; Stacey Simon, County Counsel) -Presentation by staff regarding potential updates to the recently enacted Mono County Code Chapter 20.10 ("Open Range") to substitute maps for legal descriptions and Access Point Name (APN) and verify that lands originally designated as not primarily

for grazing in 1979 and/or 1987 are appropriately excluded from open range designation.

Action: None.

County Counsel Simon:

- Clarifies reasons for the Item not being heard today
- Unsure of when this will be presented to the Board

8. 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.

9. CLOSED SESSION

Closed Session: 10:50 AM Reconvened: 11:17 AM

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, 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 - Public Employee Evaluation

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

C. Closed Session - Initiation of Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: One.

THE AFTERNOON SESSION WILL RECONVENE FOLLOWING CLOSED SESSION OR, IF TIME ALLOWS, ITEMS MAY BE TAKEN UP DURING THE MORNING SESSION PRIOR TO CLOSED SESSION.

10. 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.

11. BOARD MEMBER REPORTS

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

Supervisor Kreitz:

- March 30, I attended a meeting of the CoC Board. Our tri-counties have a CoC administrative entity IMACA until April 15th. After that, we don't know who the administrative entity will be. The CoC is meeting today with HUD technical advisors and have another meeting scheduled next week with the stakeholders.
- Housing: MLH had a special, emergency board meeting late last month to approve a revised resolution for the 2019 HOME application to fund the development of the Access Apartments. Last week, I was at the Housing California Annual Housing Conference. Attendance afforded me the opportunity to express advocacy for the MLH and Town application for Homekey funds directly to the HCD Homekey director and learn more directly about the program and its future.
- LTC Public Hearing on the annual unmet transit needs. The Commission is working to update their handbook/bylaws to better reflect the current staffing of the Commission. Community Development Director Wendy Sugimura is to become the new LTC co-executive director. Updated funding allocation for the current year Overall Work Program (OWP) and reviewed the draft 2022-2023 OWP. We reviewed the MOUs between Kern, Inyo and Mono Counties. Update on FLAP project in Reds Meadow will begin removing trees this fall and road construction in 2023. Yosemite National Park Tuolumne Meadows campground reconstruction 304 camp sites with no net change in the number of sites, furnishing, bathrooms, utilities and roads through the 2023 construction season.... won't impact the road traffic. Campground is closed for the next two season. May of 2024 anticipated to open. Two other projects water laterals and wastewater treatment facility starting over the next few years. The Tioga Road rehab project between Olmstead point and the eastern park entrance- adding parking areas, repaving the road, one-for-one parking replacement parking along the road will be removed and it will be a challenging year for visitors due to the new parking areas still coming online-the YNPS is doing the best they can.

Chair Gardner:

• On Wednesday, April 6 I attended the annual meeting of the Mono County Law Library Board. We reviewed and approved continued library support for legal resources for our residents and

Note:

businesses.

- Also, on Wednesday the 6th I participated in a meeting of the Substance Abuse Project Task Force. We heard about ongoing programs aimed at reducing substance abuse in our region.
- On the 6th I also participated in a meeting about dispersed camping at Grant Lake this summer. The USFS is considering closing the south portion of Grant Lake to day and overnight use based on the impact and current regulations about camping close to bodies of water. More information will be provided on this soon.
- Finally, on the 6th I participated in the monthly meeting of the June Lake Citizens Advisory Committee. Topics at that meeting included the status of cross walks for Rt. 158 in the Village, and the June Lake Active Transportation Plan.
- On April 7 and 8 I attended with my colleagues the Governance Workshop in Bridgeport. I found our time quite useful in helping us do a better job as Supervisors.
- On Friday, April 8 I participated in a meeting of the Eastern Sierra Council of Governments. Topics at that meeting included several economic development projects and future ESCOG activities.
- Also, on Friday the 8th I participated in the monthly meeting of the Eastern Sierra Transit Authority Board. Topics at that meeting included regular operations and financial reports, and the ongoing ESTA Short Range Transit Plan.
- Yesterday I chaired the regular quarterly meeting of the Yosemite Area Regional Transit Board of Directors meeting. Topics at that meeting included an update from the Park, approval of various contracts, and a discussion of the 2022-2023 YARTS Budget. Unlike ESTA, YARTS does not have much budget reserves, and will be facing some difficult decisions in the next few years due to limited revenue sources.

Supervisor Duggan:

- Thanks Supervisor Kreitz and Peters for attending the LTC meeting, she was unable to attend
- Thanks CAO Lawton and facilitators for the Governance Workshop Meetings

Supervisor Peters:

- LTC Meeting The Red Meadows Grant Program when it is complete will hand over to the town ownership of the new road. Construction to begin 2023
- Attended the Antelope Valley RPAC
- Next week is the CSAC Legislative Conference one item is the Cannabis Issues and what the state is doing to move forward and how to reform the tax situation

Supervisor Corless:

- Attend the Eastern Sierra Council of Governments (ESCOG) Regional Economic Initiatives
- Attended the Yosemite Area Regional Transit Board of Directors meeting
- Behavioral Health Advisory Board Meeting Updates on Department activities: May 3rd will hear about the Metal Health Awareness Month Activities
- Behavioral Health Advisory Board Meeting still recruiting new members

Note:

DRAFT MEETING MINUTES April 12, 2022 Page 10 of 10

ADJOURN AT 11:18 AM

ATTEST

BOB GARDNER CHAIR OF THE BOARD

DANIELLE PATRICK SENIOR DEPUTY CLERK – ELECTIONS ASSISTANT



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

💻 Print

MEETING DATE July 5, 2022

Departments: Clerk of the Board of Supervisors

TIME REQUIRED

SUBJECT

Appointment

White Mountain Fire Department

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Pursuant to Health and Safety Code sections 13000 - 13970, the White Mountain Fire Protection District (White Mountain Fire) informed the Mono County Clerk of two vacancies on its governing board. Notice of the vacancies was posted in three conspicuous places as required by Government Code section 1780. Since it is past the 60-day time frame in which the White Mountain Fire Board could have made the appointment, under section 1780, the Board of Supervisors may make the appointment. Subsequently, White Mountain received one application, from Bruce Vidal. Accordingly, the White Mountain Fire Board is asking that the Board of Supervisors appoint Bruce Vidal a member of the White Mountain Fire governing board for a term ending November 30, 2022.

RECOMMENDED ACTION:

Appoint Bruce Vidal to the White Mountain Fire Protection 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:

Click to download

Application

History

Time

Approval

6/29/2022 12:32 PM	County Counsel	Yes
6/29/2022 11:35 AM	Finance	Yes
6/30/2022 8:24 PM	County Administrative Office	Yes

MONO COUNTY **APPLICATION FOR APPOINTMENT** TO BOARDS/COMMISSIONS/COMMITTEES

100.00

DATE	Whe. 15.	7022-			
NAME P	sruce Vi	tal			
POSITION APPLIED FOR:					
White MTN	Fire	Commisioner			

f	RESIDENCE				
	ADDRESS	-			
F	PHONE				
Ĩ	BUSINESS				
	PHONE				
	OCCUPATION				

How did you learn of the opening? Altended a public
meeting
Please state briefly any experience of which you feel will be helpful when you
serve in this appointment: AS assistant plant manaser
I was responsible for budgeting, bidding
and planning both prosects
and daily operations
Other information may be submitted by resume if desired.
Summary of background and skills: Jeld G (OMMercia)
endorsements, Licensed Subg instruction
endorsements, Licensell subg instrate?
beneral contracting skills,
0

Page 1 of 2 C:\Users\lgrans\AppData\Local\Microsoft\Windows\lNetCache\Content.Outlook\J7Z0N5UU\Application for Appointment.doc

Service Telephone Teck Professional experience: Commercia ive Parch Sioba OD ma conten anle JUMEU A SCIQ ter EI Sh VIIQ 201 Plant Manager Manufac ASSISTAN Education HIC Professional and/or community organizations: e Dut Shen Resiver Mohave Seach + OWN RESIVE AREAWOOD Dea Personal interests and hobbies: 6-01 mining dening

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. $\sum e \sqrt{e} C$

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

The Vid

Signature

1000

6-15-22

Date



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

💻 Print

MEETING DATE July 5, 2022

Departments: Finance

TIME REQUIRED

SUBJECT

Monthly Treasury Transaction Report BEFORE THE
BOARD

AGENDA DESCRIPTION:

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

Treasury Transaction Report for the month ending 5/31/2022.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 5/31/2022.

FISCAL IMPACT:

None.

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 7609325483 / gfrank@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

VES 🗖 NO

ATTACHMENTS:

 Click to download

 D Treasury Transaction Report for the month ending 5/31/2022

History

Time	Who	Approval
6/29/2022 6:38 PM	County Counsel	Yes
6/27/2022 4:10 PM	Finance	Yes
6/30/2022 8:25 PM	County Administrative Office	Yes



Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transacti	ons								
Buy	5/3/2022	912828ZN3	1,000,000.00	T-Note 0.5 4/30/2027	88.48	884,843.75	40.76	3.00	884,884.51
Buy	5/4/2022	02589ACK6	246,000.00	American Express National Bank 3 5/4/2027	100.00	246,000.00	0.00	3.00	246,000.00
Buy	5/16/2022	62479MJF1	1,000,000.00	MUFG Bank LTD 0 9/15/2022	99.47	994,679.44	0.00	1.58	994,679.44
Buy	5/16/2022	17330FUE9	500,000.00	Citigroup Global Markets 2.75 6/16/2023	100.00	500,000.00	0.00	2.75	500,000.00
Buy	5/19/2022	254673D94	246,000.00	Discover Bank 3.2 5/19/2027	100.00	246,000.00	21.57	3.20	246,021.57
Buy	5/26/2022	3130ARYA3	1,000,000.00	FHLB 4 5/26/2027-22	100.00	1,000,000.00	0.00	4.00	1,000,000.00
Buy	5/31/2022	62479MLV3	1,000,000.00	MUFG Bank LTD 0 11/29/2022	98.98	989,838.33	0.00	2.03	989,838.33
	Subtotal		4,992,000.00			4,861,361.52	62.33		4,861,423.85
Deposit	5/2/2022	USBANK920	0.31	US BANK Cash	100.00	0.31	0.00	0.00	0.31
Deposit	5/23/2022	GSESETTLEMEN T	0.01	GSE Cash	100.00	0.01	0.00	0.00	0.01
Deposit	5/24/2022	LAIF6000Q	9,000,000.00	Local Agency Investment Fund LGIP	100.00	9,000,000.00	0.00	0.00	9,000,000.00
Deposit	5/24/2022	GSESETTLEMEN T	5,139.46	GSE Cash	100.00	5,139.46	0.00	0.00	5,139.46
Deposit	5/25/2022	CAMP60481	15,000,000.00	California Asset Management Program LGIP	100.00	15,000,000.00	0.00	0.00	15,000,000.00
Deposit	5/27/2022	CAMP60481	3,000,000.00	California Asset Management Program LGIP	100.00	3,000,000.00	0.00	0.00	3,000,000.00
Deposit	5/31/2022	FIT	245,000.00	Funds in Transit Cash	100.00	245,000.00	0.00	0.00	245,000.00
Deposit	5/31/2022	OAKVALLEY0670	2,375.94	Oak Valley Bank Cash	100.00	2,375.94	0.00	0.00	2,375.94
Deposit	5/31/2022	OAKVALLEY0670	47,439,549.18	Oak Valley Bank Cash	100.00	47,439,549.18	0.00	0.00	47,439,549.18
	Subtotal		74,692,064.90			74,692,064.90	0.00		74,692,064.90
Total Buy Transactions			79,684,064.90			79,553,426.42	62.33		79,553,488.75
Interest/Divide	ends								
Interest	5/1/2022	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	532.11	0.00	532.11
Interest	5/1/2022	59161YAP1	0.00	Metro Credit Union 1.7 2/18/2027		0.00	347.92	0.00	347.92
Interest	5/1/2022	75213EAY0	0.00	Rancho Cucamonga Ca Public Finance Authority 3 5/1		0.00	6,750.00	0.00	6,750.00
Interest	5/1/2022	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	378.62	0.00	378.62



Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	5/1/2022	702282QD9	0.00	Pasadena USD 2.073 5/1/2026		0.00	5,182.50	0.00	5,182.50
Interest	5/1/2022	3133EHM91	0.00	FFCB 2.08 11/1/2022		0.00	10,400.00	0.00	10,400.00
Interest	5/1/2022	76124YAB2	0.00	Resource One Credit Union 1.9 11/27/2024		0.00	382.60	0.00	382.60
Interest	5/1/2022	91435LAB3	0.00	University of Iowa Community Credit Union 3 4/28/2		0.00	604.11	0.00	604.11
Interest	5/1/2022	5445872S6	0.00	Los Angeles CA Muni Impt CorpLease 0.683 11/1/2024		0.00	1,707.50	0.00	1,707.50
Interest	5/1/2022	499724AD4	0.00	Knox TVA Employee Credit Union 3.25 8/30/2023		0.00	654.45	0.00	654.45
Interest	5/1/2022	542411NZ2	0.00	Long Beach Community College Dist 2 5/1/2025		0.00	2,700.00	0.00	2,700.00
Interest	5/1/2022	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	368.38	0.00	368.38
Interest	5/2/2022	USBANK920	0.00	US BANK Cash		0.00	0.31	0.00	0.31
Interest	5/2/2022	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	276.29	0.00	276.29
Interest	5/3/2022	594918BH6	0.00	Microsoft Corp 2.65 11/3/2022-22		0.00	6,625.00	0.00	6,625.00
Interest	5/3/2022	02587CEM8	0.00	American Express Bank, FSB 2.35 5/3/2022		0.00	2,855.09	0.00	2,855.09
Interest	5/5/2022	32117BCX4	0.00	First National Bank Dama 2.8 5/5/2023		0.00	573.04	0.00	573.04
Interest	5/6/2022	037833AS9	0.00	Apple Inc. 3.45 5/6/2024-14		0.00	8,625.00	0.00	8,625.00
Interest	5/7/2022	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	337.68	0.00	337.68
Interest	5/8/2022	29367SJQ8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	368.38	0.00	368.38
Interest	5/8/2022	61760ARS0	0.00	Morgan Stanley Private Bank 3.55 11/8/2023		0.00	4,313.01	0.00	4,313.01
Interest	5/8/2022	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	368.38	0.00	368.38
Interest	5/9/2022	59452WAE8	0.00	Michigan Legacy Credit Union 3.45 11/9/2023		0.00	706.07	0.00	706.07
Interest	5/10/2022	25460FCF1	0.00	Direct Federal Credit Union 3.5 9/11/2023		0.00	716.30	0.00	716.30
Interest	5/10/2022	59013JZP7	0.00	Merrick Bank 2.05 8/10/2022		0.00	412.81	0.00	412.81
Interest	5/10/2022	72651LCJ1	0.00	Plains Commerce Bank 2.6 5/10/2024		0.00	3,158.82	0.00	3,158.82
Interest	5/11/2022	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	143.26	0.00	143.26
Interest	5/12/2022	91159HHZ6	0.00	US Bancorp 1.45 5/12/2025		0.00	3,625.00	0.00	3,625.00
Interest	5/12/2022	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	532.11	0.00	532.11
Interest	5/13/2022	66736ABP3	0.00	Northwest Bank 2.95 2/13/2024		0.00	603.74	0.00	603.74



Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	5/13/2022	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	583.27	0.00	583.27
Interest	5/13/2022	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	409.32	0.00	409.32
Interest	5/13/2022	037833BF6	0.00	Apple Inc 2.7 5/13/2022-15		0.00	6,750.00	0.00	6,750.00
Interest	5/14/2022	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	337.68	0.00	337.68
Interest	5/14/2022	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	337.68	0.00	337.68
Interest	5/14/2022	06251AV31	0.00	Bank Hapoalim B.M. 3.5 11/14/2023		0.00	4,252.26	0.00	4,252.26
Interest	5/14/2022	45581EAR2	0.00	Industrial and Commercial Bank of China USA, NA 2.		0.00	533.63	0.00	533.63
Interest	5/15/2022	20143PDV9	0.00	Commercial Bank Harrogate 3.4 11/15/2023		0.00	695.84	0.00	695.84
Interest	5/15/2022	91412HKZ5	0.00	University of California 0.985 5/15/2025		0.00	2,462.50	0.00	2,462.50
Interest	5/15/2022	91412HBL6	0.00	University of California 3.466 5/15/2024-18		0.00	8,665.00	0.00	8,665.00
Interest	5/15/2022	91412GVB8	0.00	University of California 3.638 5/15/2024		0.00	8,276.45	0.00	8,276.45
Interest	5/15/2022	061785DY4	0.00	Bank of Deerfield 2.85 2/15/2024		0.00	583.27	0.00	583.27
Interest	5/15/2022	68389XBB0	0.00	Oracle Corp 2.5 5/15/2022-15		0.00	6,250.00	0.00	6,250.00
Interest	5/15/2022	912828U24	0.00	T-Note 2 11/15/2026		0.00	10,000.00	0.00	10,000.00
Interest	5/15/2022	30257JAM7	0.00	FNB Bank Inc/Romney 3 1/16/2024		0.00	613.97	0.00	613.97
Interest	5/15/2022	62384RAF3	0.00	Mountain America Federal Credit Union 3 3/27/2023		0.00	604.11	0.00	604.11
Interest	5/15/2022	19416QEL0	0.00	Colgate-Palmolive 2.25 11/15/2022-17		0.00	5,625.00	0.00	5,625.00
Interest	5/16/2022	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	409.32	0.00	409.32
Interest	5/16/2022	33640VCF3	0.00	First Service Bank 3.3 5/16/2023		0.00	675.37	0.00	675.37
Interest	5/16/2022	3133ENEF3	0.00	FFCB 1.27 11/16/2026-23		0.00	6,350.00	0.00	6,350.00
Interest	5/17/2022	219240BY3	0.00	Cornerstone Community Bank 2.6 5/17/2024		0.00	532.11	0.00	532.11
Interest	5/17/2022	50116CBE8	0.00	KS Statebank Manhattan KS 2.1 5/17/2022		0.00	422.88	0.00	422.88
Interest	5/18/2022	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	235.36	0.00	235.36
Interest	5/18/2022	00257TBJ4	0.00	Abacus Federal Savings Bank 1.75 10/18/2024		0.00	358.15	0.00	358.15
Interest	5/18/2022	3130ANFJ4	0.00	FHLB 0.51 11/18/2024-22		0.00	2,550.00	0.00	2,550.00
Interest	5/18/2022	22766ABN4	0.00	Crossfirst Bank 2.05 8/18/2022		0.00	412.81	0.00	412.81



Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	5/18/2022	48836LAF9	0.00	Kemba Financial Credit Union 1.75 10/18/2024		0.00	358.15	0.00	358.15
Interest	5/19/2022	560507AJ4	0.00	Maine Savings Federal Credit Union 3.3 5/19/2023		0.00	675.37	0.00	675.37
Interest	5/19/2022	310567AB8	0.00	Farmers State Bank 2.35 9/19/2022		0.00	473.22	0.00	473.22
Interest	5/20/2022	50625LAK9	0.00	Lafayette Federal Credit Union 3.5 11/20/2023		0.00	716.30	0.00	716.30
Interest	5/20/2022	32112UCW9	0.00	First National Bank of McGregor 2.85 2/21/2024		0.00	583.27	0.00	583.27
Interest	5/22/2022	061803AH5	0.00	Bank of Delight 2.85 2/22/2024		0.00	583.27	0.00	583.27
Interest	5/22/2022	92535LCC6	0.00	Verus Bank of Commerce 2.8 2/22/2024		0.00	573.04	0.00	573.04
Interest	5/23/2022	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	419.55	0.00	419.55
Interest	5/23/2022	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	399.08	0.00	399.08
Interest	5/24/2022	03753XBD1	0.00	Apex Bank 3.1 8/24/2023		0.00	624.25	0.00	624.25
Interest	5/24/2022	90348JEV8	0.00	UBS Bank USA 3.45 10/24/2023		0.00	706.07	0.00	706.07
Interest	5/24/2022	GSESETTLEMEN T	0.00	GSE Cash		0.00	5,139.46	0.00	5,139.46
Interest	5/25/2022	88413QCK2	0.00	Third Federal Savings & Loan 1.95 11/25/2024		0.00	2,369.12	0.00	2,369.12
Interest	5/25/2022	063907AA7	0.00	Bank of Botetourt 1.75 10/25/2024		0.00	358.15	0.00	358.15
Interest	5/25/2022	22230PBY5	0.00	Country Bank New York 3 1/25/2024		0.00	613.97	0.00	613.97
Interest	5/26/2022	208212AR1	0.00	Connex Credit Union 0.5 8/26/2024		0.00	102.33	0.00	102.33
Interest	5/26/2022	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	521.88	0.00	521.88
Interest	5/26/2022	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	337.68	0.00	337.68
Interest	5/26/2022	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	532.11	0.00	532.11
Interest	5/27/2022	39115UBE2	0.00	Great Plains Bank 2.8 2/27/2024		0.00	573.04	0.00	573.04
Interest	5/27/2022	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	214.89	0.00	214.89
Interest	5/27/2022	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	225.12	0.00	225.12
Interest	5/28/2022	080515CH0	0.00	Belmont Savings Bank 2.7 2/28/2023		0.00	543.70	0.00	543.70
Interest	5/28/2022	59828PCA6	0.00	Midwest Bank of West IL 3.3 8/29/2022		0.00	675.37	0.00	675.37
Interest	5/28/2022	717081EX7	0.00	Pfizer Inc 0.8 5/28/2025-25		0.00	2,000.00	0.00	2,000.00
Interest	5/29/2022	01748DAX4	0.00	ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022		0.00	432.95	0.00	432.95



Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	5/29/2022	70962LAS1	0.00	Pentagon Federal Credit Union 0.9 9/29/2026		0.00	184.19	0.00	184.19
Interest	5/29/2022	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	173.96	0.00	173.96
Interest	5/29/2022	856283G59	0.00	State Bank of India-Chicago IL 3.6 11/29/2023		0.00	4,373.75	0.00	4,373.75
Interest	5/31/2022	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	422.96	0.00	422.96
Interest	5/31/2022	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	243.20	0.00	243.20
Interest	5/31/2022	CAMP60481	0.00	California Asset Management Program LGIP		0.00	7,172.76	0.00	7,172.76
Interest	5/31/2022	91282CCF6	0.00	T-Note 0.75 5/31/2026		0.00	3,750.00	0.00	3,750.00
Interest	5/31/2022	29278TCP3	0.00	Enerbank USA 3.2 8/30/2023		0.00	644.38	0.00	644.38
Interest	5/31/2022	67054NAM5	0.00	Numerica Credit Union 3.4 10/31/2023		0.00	719.03	0.00	719.03
Interest	5/31/2022	06426KAM0	0.00	Bank of New England 3.2 7/31/2023		0.00	671.30	0.00	671.30
Interest	5/31/2022	98138MAB6	0.00	Workers Credit Union 2.55 5/31/2022		0.00	530.61	0.00	530.61
Interest	5/31/2022	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	2,375.94	0.00	2,375.94
	Subtotal		0.00			0.00	175,187.88		175,187.88
Total Interest/Dividends			0.00			0.00	175,187.88		175,187.88
Sell Transact	ions								
Matured	5/3/2022	02587CEM8	245,000.00	American Express Bank, FSB 2.35 5/3/2022	0.00	245,000.00	0.00	0.00	245,000.00
Matured	5/13/2022	037833BF6	500,000.00	Apple Inc 2.7 5/13/2022-15	0.00	500,000.00	0.00	0.00	500,000.00
Matured	5/15/2022	68389XBB0	500,000.00	Oracle Corp 2.5 5/15/2022-15	0.00	500,000.00	0.00	0.00	500,000.00
Matured	5/17/2022	50116CBE8	245,000.00	KS Statebank Manhattan KS 2.1 5/17/2022	0.00	245,000.00	0.00	0.00	245,000.00
Matured	5/31/2022	98138MAB6	245,000.00	Workers Credit Union 2.55 5/31/2022	0.00	245,000.00	0.00	0.00	245,000.00
	Subtotal		1,735,000.00			1,735,000.00	0.00		1,735,000.00
Withdraw	5/2/2022	USBANK920	0.31	US BANK Cash	0.00	0.31	0.00	0.00	0.31
Withdraw	5/10/2022	LAIF6000Q	4,000,000.00	Local Agency Investment Fund LGIP	0.00	4,000,000.00	0.00	0.00	4,000,000.00
Withdraw	5/11/2022	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	5/13/2022	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	5/18/2022	LAIF6000Q	1,500,000.00	Local Agency Investment Fund LGIP	0.00	1,500,000.00	0.00	0.00	1,500,000.00



Action	Settlement Date	CUSIP	Face Amount / Shares		Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Withdraw	5/23/2022	GSESETTLEMEN T	0.01	GSE Cash	0.00	0.01	0.00	0.00	0.01
Withdraw	5/24/2022	GSESETTLEMEN T	5,139.46	GSE Cash	0.00	5,139.46	0.00	0.00	5,139.46
Withdraw	5/26/2022	LAIF6000Q	4,000,000.00	Local Agency Investment Fund LGIP	0.00	4,000,000.00	0.00	0.00	4,000,000.00
Withdraw	5/31/2022	OAKVALLEY0670	47,725,036.60	Oak Valley Bank Cash	0.00	47,725,036.60	0.00	0.00	47,725,036.60
	Subtotal		59,230,176.38			59,230,176.38	0.00		59,230,176.38
Total Sell Transactions			60,965,176.38			60,965,176.38	0.00		60,965,176.38



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

💻 Print

MEETING DATE July 5, 2022

Departments: Public Health

TIME REQUIRED

SUBJECT

Maternal, Child, and Adolescent Health (MCAH) Agreement Funding Application FY 2022-23 PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Maternal, Child, and Adolescent Health (MCAH) Agreement Funding Application (AFA) for FY 2022-23.

RECOMMENDED ACTION:

Approve the Maternal, Child, and Adolescent Health (MCAH) Agreement Funding Application (AFA) for FY 2022-23 and authorize the Chairperson to sign the MCAH AFA Agency Information Form to execute the agreement on behalf of the County. Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided they are approved by County Counsel and do not materially affect the County's rights. Provide any desired direction to staff.

FISCAL IMPACT:

There is no impact to the County General Fund. The MCAH program is funded with a mix of federal Title V and Title XIX dollars and Public Health Realignment, totaling \$113,231.22 for FY 2022-23, and was included in the Department's budget request for this year.

CONTACT NAME: Jacinda Croissant

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

SEND COPIES TO:

Jacinda Croissant, Bryan Wheeler, Stephanie Butters

MINUTE ORDER REQUESTED:

VES 🗖 NO

ATTACHMENTS:

Click to download

Staff Report

D <u>Funding Agreement</u>

History

Time	Who	Approval
6/29/2022 6:38 PM	County Counsel	Yes
6/29/2022 12:30 PM	Finance	Yes
6/30/2022 8:24 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

	Agreement Funding Application (AFA) FY 2022-23
SUBJECT:	Maternal Child & Adolescent Health (MCAH)
FROM:	Jacinda Croissant, Health Program Manager/PHN
TO:	Honorable Board of Supervisors
DATE:	July 5, 2022

Recommendation:

Approve the Maternal, Child, and Adolescent Health (MCAH) Agreement Funding Application (AFA) for fiscal year 2022-23. The AFA operates as a contract between the County and the California Department of Public Health (CDPH). Authorize the Chairperson to sign the MCAH AFA Agency Information Form to execute the agreement on behalf of the County. Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided they are approved by County Counsel and do not materially affect the County's rights. Provide any desired direction to staff.

Discussion:

For nearly three decades, the Health Department has contracted with the California Department of Public Health for the local Maternal, Child, and Adolescent Health (MCAH) Program in Mono County. The six goals of the MCAH program include the following:

- Improve Outreach and Access to Quality Health and Human Services
- Improve Maternal Health
- Improve Infant Health
- Improve Nutrition and Physical Activity
- Improve Child Health
- Improve Adolescent Health

To achieve these goals, the MCAH program collaborates with local organizations/ agencies and provides a variety of services including but not limited to; prenatal outreach and education, teen pregnancy prevention, comprehensive sex education, SIDS education and prevention, nutrition and physical activity outreach and promotion, health care accessibility, COVID education and mitigation, and variety of other endeavors to support the health needs of our local residents.

Fiscal Impact/Budget Projections:

There is no impact to the County General Fund. The MCAH program is funded with a mix of federal Title V and Title XIX dollars and Public Health Realignment, totaling \$113,231.22 for fiscal year 2022-23.

For questions regarding this item, please call Jacinda Croissant at (760) 924-1842.

Submitted by: Jacinda Croissant, Health Program Manager/PHN Reviewed by: Bryan Wheeler, Public Health Director

FY 2022-2023 AGREEMENT FUNDING APPLICATION (AFA) CHECKLIST

Age	ency	Name						
Agreement #								
Pro	gra	(check one box only)						
		heck the box next to all submitted documents. nents should be submitted by email using the required naming convention on page 2.						
1.		AFA Checklist						
2.		Agency Information Form PDF version with signatures						
3.		Attestation of Compliance with the Sexual Health Education Accountability Act of 2007 signed PDF						
4.		TXIX MCF Justification Letter see AFA cover letter for items that need to be included in this etter						
5.		Budget Template submit for the next two upcoming Fiscal Years (22/23 and 23/24) list all staff (by position) and costs (including projected salaries and benefits, operating and ICR). Multiple tabs for completion include Summary Page, Detail Pages, and Justifications. Personnel must be consistent with the Duty Statements and Organizational Charts (Excel & signed PDF)						
6.		Indirect Cost Rate (ICR) Certification Form details methodology and components of the ICR						
7.		Duty Statements (DS) for all staff (numbered according to the Personnel Detail Page and Organization Chart) listed on the budget						
8.		Organization Chart(s) of the applicable programs, identifying all staff positions on the budget ncluding their Line Item # and its relationship to the local health officer and overall agency						
9.		Local MCAH Director Verification of Requirements Form (MCAH only)						
10.		BIH Approval Letters submit most recent letter on State letterhead with state staff signatures, including waivers for the following positions:						
		BIH Coordinator Other						
11.		Scope of Work (SOW) documents for all applicable programs (PDF/Word)						
12.		Annual Inventory Form CDPH 1204						
13.		Subcontractor (SubK) Agreement Packages submit Subcontract Agreement Transmittal Form, brief explanation of the award process, subcontractor agreement or waiver letter, and budget with detailed Justifications (required for all SubKs \$5,000 or more)						
14.		Certification Statement for the Use of Certified Public Funds (CPE) AFLP CBOs and/or SubKs with FFP						
15. 16.		Government Agency Taxpayer ID Form only if remit to address has changed. Attestation of Compliance with the Requirements for Enhanced Title XIX Federal Financial Participation (FFP) Rate Reimbursement for Skilled Professional Medical Personnel (SPMP) and their Direct Clerical Support Staff						

File Naming Convention Example

Please save all electronic documents using the required naming convention below:

Agreement # (space) Program Abbreviation (space) Document # (space) Document Name (from Checklist Above) (space) (Month/Day/Year) XXXXXX

Example for MCAH Program:

- 2022XX MCAH 1 AFA Checklist 04.15.22
- 2022XX MCAH 2 Agency Information Form 04.15.22
- 2022XX MCAH 3 Attestation Sexual Health Educ. Acct. Act 04.15.22
- 2022XX MCAH 4 TXIX MCF Justification Letter 04.15.22
- 2022XX MCAH 5 Budget Template 04.15.22
- 2022XX MCAH 6 ICR Certification Form 04.15.22
- 2022XX MCAH 7 Duty Statement Line 1 04.15.22
- 2022XX MCAH 7 Duty Statement Line 2 04.15.22
- 2022XX MCAH 7 Duty Statement Line 3-7 04.15.22
- 2022XX MCAH 7 Duty Statement Line 8-10 04.15.22
- 2022XX MCAH 8 Org Chart 04.15.22
- 2022XX MCAH 9 Local MCAH Director Verification of Requirement 04.15.22
- 2022XX MCAH 10 BIH Approval Letter 04.15.22
- 2022XX MCAH 11 SOW 04.15.22
- 2022XX MCAH 12 Annual Inventory 04.15.22
- 2022XX MCAH 13 SubK Package 04.15.22
- 2022XX MCAH 14 CPE 04.15.22
- 2022XX MCAH 15 Govt Agency Taxpayer ID Form 04.15.22
- 2022XX MCAH 16 Attestation TXIX FFP (SPMP & Direct Support) 04.15.22
- Please contact your Contract Manager (CM) if you have any questions.

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION

FUNDING AGREEMENT PERIOD FY 2022-2023

AGENCY INFORMATION FORM

Agencies are required to submit an electronic and signed copy (original signatures only) of this form along with their Annual AFA Package.

Agencies are required to submit updated information when updates occur during the fiscal year. Updated submissions do not require certification signatures.

AGENCY IDENTIFICATION INFORMATION

Any program related information being sent from the CDPH MCAH Division will be directed to all Program Directors.

Please enter the agreement or contract number for each of the applicable programs

MCAH	BIH	AFLP					
Update Effective Date (only required	d when submitting updates)						
Federal Employer ID#:							
Complete Official Agency Name:	Complete Official Agency Name:						
Business Office Address:							
Agency Phone:							
Agency Fax:							
Agency Website:							

AGREEMENT FUNDING APPLICATION POLICY COMPLIANCE AND CERTIFICATION

Please enter the **agreement or contract** number for each of the applicable programs

MCAH	BIH	AFLP	
r			
The undersigned here	by affirms that the statements co	ontained in the Agreement Funding Ap	oplication
(AFA) are true and co	mplete to the best of the applicar	ıt's knowledge.	
		Ith (MCAH) programs will comply with	
applicable provisions	of Article 1, Chapter 1, Part 2, Div	ision 106 of the Health and Safety cod	de
(commencing with see	ction 123225), Chapters 7 and 8 c	of the Welfare and Institutions Code	
(commencing with Se	ctions 14000 and 142), and any a	pplicable rules or regulations promulg	gated by
CDPH pursuant to this	article and these Chapters. I furt	her certify that all MCAH related prog	grams will
comply with the most	current MCAH Policies and Proce	edures Manual, including but not limit	ed to,
Administration, Feder	al Financial Participation (FFP) Se	ction. I further certify that the MCAH	related
programs will comply	with all federal laws and regulati	ons governing and regulating recipien	ts of funds
granted to states for r	nedical assistance pursuant to Tit	le XIX of the Social Security Act (42 U	.S.C.
section 1396 et seq.) a	and recipients of funds allotted to	o states for the Maternal and Child He	alth
Service Block Grant p	ursuant to Title V of the Social Sec	curity Act (42 U.S.C. section 701 et sec	ן.). I
further agree that the	MCAH related programs may be	subject to all sanctions, or other reme	edies
applicable, if the MCA	H related programs violate any o	f the above laws, regulations and poli	cies with
which it has certified	t will comply.		

Official authorized to commit the Agency to an MCAH Agreement

Name (Print)	Title
Original Signature	Date
MCAH/AFLP Director Name (Print)	Title
Original Signature	Date

MCAH Program

#	Contact	First Name	Last Name	Title	Address	Phone	Email Address	Program
1	AGENCY EXECUTIVE DIRECTOR							MCAH
2	MCAH DIRECTOR							МСАН
3	MCAH COORDINATOR (Only complete if different from #2)							MCAH
4	MCAH FISCAL CONTACT							МСАН
5	FISCAL OFFICER							МСАН
6	CLERK OF THE BOARD or							МСАН
7	CHAIR BOARD OF SUPERVISORS							МСАН
8	OFFICIAL AUTHORIZED TO COMMIT AGENCY							МСАН
9	FETAL INFANT MORTALITY REVIEW (FIMR) COORDINATOR							FIMR
10	SUDDEN INFANT DEATH SYNDROME (SIDS) COORDINATOR/CONTACT							SIDS
11	PERINATAL SERVICES COORDINATOR							CPSP

BIH Program

#	Contact	First Name	Last Name	Title	Address	Phone	Email Address	Program
1	AGENCY EXECUTIVE DIRECTOR							BIH
2	BLACK INFANT HEALTH (BIH) COORDINATOR							BIH
3	BIH FISCAL CONTACT							BIH
4	FISCAL OFFICER							BIH
5	CLERK OF THE BOARD or							BIH
6	CHAIR BOARD OF SUPERVISORS							BIH
7	OFFICIAL AUTHORIZED TO COMMIT AGENCY							BIH

AFLP Program

#	Contact	First Name	Last Name	Title	Address	Phone	Email Address	Program
1	AGENCY EXECUTIVE DIRECTOR							AFLP
2	AFLP DIRECTOR							AFLP
3	AFLP COORDINATOR or SUPERVISOR/COORDINATOR							AFLP
4	AFLP FISCAL CONTACT							AFLP
5	FISCAL OFFICER							AFLP
6	CLERK OF THE BOARD or							AFLP
7	CHAIR BOARD OF SUPERVISORS							AFLP
8	OFFICIAL AUTHORIZED TO COMMIT AGENCY							AFLP

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please list the Indirect Cost Rate (ICR) Percentage and supporting methodology for the contract or allocation with the California Department of Public Health, Maternal Child and Adolescent Health Division (CDPH/MCAH Division).

Date:

Agency Name: _____

Contract/Agreement Number:

Contract Term/Allocation Fiscal Year:

1. NON-PROFIT AGENCIES/ COMMUNITY BASED ORGANIZATIONS (CBO)

Non-profit agencies or CBOs that have an approved ICR from their Federal cognizant agency are allowed to charge their approved ICR or may elect to charge less than the agency's approved ICR percentage rate.

Private non-profits local agencies that do not have an approved ICR from their Federal cognizant agency are allowed a maximum ICR percentage of 15.0 percent of the Total Personnel Costs.

The ICR percentage rate listed below must match the percentage listed on the Contract/Allocation Budget

<u>%</u> Fixed Percent of:

Total Personnel Costs

2. LOCAL HEALTH JURISDICTIONS (LHJ)

LHJs are allowed up to the maximum ICR percentage rate that was approved by the CDPH Financial Management Branch ICR or may elect to charge less than the agency's approved ICR percentage rate. The ICR rate may not exceed 25.0 percent of Total Personnel Costs or 15.0 percent of Total Direct Costs. The ICR application (i.e. Total Personnel Costs or Total Allowable Direct Costs) may not differ from the approved ICR percentage rate.

The ICR percentage rate listed below must match the percentage listed on the Allocation/Contracted Budget.

<u>%</u> Fixed Percent of:



Total Allowable Direct Costs

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

3. OTHER GOVERNMENTAL AGENCIES AND PUBLIC UNIVERSITIES

University Agencies are allowed up to the maximum ICR percentage approved by the agency's Federal cognizant agency ICR or may elect to charge less than the agency's approved ICR percentage rate. Total Personnel Costs or Total Direct Costs cannot change.

<u>%</u> Fixed Percent of:

Total Personnel Costs (Includes Fringe Benefits)

Total Personnel Costs (Excludes Fringe Benefits)

Total Allowable Direct Costs

Please provide you agency's detailed methodology that includes all indirect costs, fees and percentages in the box below.

Please submit this form via email to your assigned Contract Manager.

The undersigned certifies that the costs used to calculate the ICR are based on the most recent, available and independently audited actual financials and are the same costs approved by the CDPH to determine the Department approved ICR.

Printed First & Last Name:		
Title/Position:		
Signature:	Date:	

MCAH DIRECTOR DUTY STATEMENT

Budget Line: #1

Health Jurisdiction: Mono County Program: Maternal, Child, and Adolescent Health Program Position: MCAH Director County Job Specification: Health Program Manager/PHN

The Director of Maternal, Child and Adolescent Health (MCAH) is the lead PHN for this program. This position must meet the definition of a Skilled Professional Medical Personnel (SPMP). Duties and responsibilities of this position include but are not limited to:

Program Development and Implementation

- General responsibility for the implementation of the MCAH contract with evaluation of program goals and objectives
- Plan, organize and coordinate MCAH contract, implementation with evaluation in achievement of objectives
- Gather and analyze data for program planning, management and evaluation
- Develop policies and standards to implement activities designed to improve health outcomes for the MCAH population, including CYSHCN and those eligible for Medi-Cal.
- Maintain appropriate records and reports
- Collaborate with the community in the planning for and development of resources and services for the perinatal population
- Facilitate local, regional, and state partnerships for the improvement of MCAH services

Outreach Activities

- Assure that comprehensive perinatal services are available to all Medi-Cal eligible women.
- Promote services and resources of the perinatal population with community groups and medical resources
- Facilitate client referrals to health and social services
- Promote the use of MCAH services in the community to increase awareness and the use of appropriate services

Health Education/Consultation

- Promote support for MCAH programs within the county government and medical community
- Evaluate progress of community awareness/support for MCAH programs
- Develop community awareness and support for MCAH programs
- Provide training for health professionals and clients to enable the community to meet the needs of the target population

Resource/Provider Development

- Respond to medical professionals and government, providing information and education about the MCAH population
- Facilitate collaboration, coordination, communication, and cooperation among service providers
- Facilitate health promotion for MCAH population
- Attend community and state meetings as indicated

Comprehensive Perinatal Services Program (CPSP)

- The MCAH Director serves as the Perinatal Services Coordinator (PSC)
- Provide pregnancy testing, prenatal vitamins, referral services, and application assistance to all women eligible for MediCal services to promote early prenatal care, improved birth outcomes, and sexual health.

SIDS Program

- The MCAH Director serves as the SIDS Coordinator
- Contact all parents/caregivers who experience a presumed SIDS death to provide grief and bereavement support services
- Attend the State SIDS Annual Conference and/or other SIDS training(s)
- Promote SIDS risk reduction activities by providing risk reduction education and materials to the community
- Upon being notified by the coroner of a presumed SIDS death, consulting with the infant's physician, when possible
- MCAH is also required to keep each county officer advised of the most current knowledge relating to the nature and cause of SIDS.

PSC DUTY STATEMENT

Budget Line: #2

Health Jurisdiction: Mono CountyProgram: Maternal, Child, and Adolescent HealthProgram Position: PSCCounty Job Specification: Health Program Manager/PHN

This position is fulfilled by the MCAH Director and is responsible for managing and coordinating aspects of the Comprehensive Perinatal Services Program (CPSP). This position must meet the definition of a Skilled Professional Medical Personnel (SPMP). Duties and responsibilities of this position include but are not limited to:

- Motivate and assist women eligible for MediCal benefits to receive early and appropriate prenatal care
- Assess ability of women to access OB care and develop implementation strategies to enhance access in coordination with local agencies
- Participate in local or regional information sharing activities to improve access to prenatal care
- Oversee the planning, development and evaluation of all program components, including assisting CPSP providers in their deliverance of services according to the Title 22 California Code of Regulations
- Monitor trends in prenatal care, share findings with local providers and partner agencies, and incorporate assessment findings into the local MCAH plan
- Develop and promote community resources
- Maintain files and records
- Attend the State PSC training workshops as appropriate
- Attend Annual Perinatal Services Coordinator meeting

SIDS Coordinator DUTY STATEMENT

Budget Line: #3

Health Jurisdiction: Mono CountyProgram: Maternal, Child, and Adolescent HealthProgram Position: SIDS CoordinatorCounty Job Specification: Health Program Manager/PHN

This position is fulfilled by the MCAH Director and is responsible for managing and coordinating aspects of the SIDS (Sudden Infant Death Syndrome) program. This position must meet the definition of a Skilled Professional Medical Personnel (SPMP). Duties and responsibilities of this position include but are not limited to:

- The MCAH Director serves as the SIDS Coordinator
- Contact all parents/caregivers who experience a presumed SIDS death to provide grief and bereavement support services
- Attend the State SIDS Annual Conference and/or other SIDS training(s)
- Promote SIDS risk reduction activities by providing risk reduction education and materials to the community

MCAH PHN DUTY STATEMENT

Budget Line: #4

Health Jurisdiction: Mono County
Program: Maternal, Child, and Adolescent Health
Program Position: MCAH PHN
County Job Specification: PHN II/III or Health Program Manager/PHN

Under the supervision of the MCAH Director, this position is responsible for providing MCAH clinical services, educating clients, and linking them to a variety of appropriate agencies and programs. This position must meet the definition of a Skilled Professional Medical Personnel (SPMP). Duties and responsibilities of this position include but are not limited to:

- Provide education to women on reproductive health and contraception.
- Provide referrals to women to improve their safety, well-being, and access to care including insurance programs such as Covered California, Medi-Cal, Presumptive Eligibility and Family PACT.
- Facilitate client referrals to health and social services.
- Provide pregnancy tests, prenatal education, vitamins, and linkage to early and continuous prenatal care including insurance programs such as Covered California, AIM, Medi-Cal, and Presumptive Eligibility.
- Act as liaison between the local program and other local agencies as appropriate.
- Collect data as required by MCAH Branch.
- Maintains files and records.

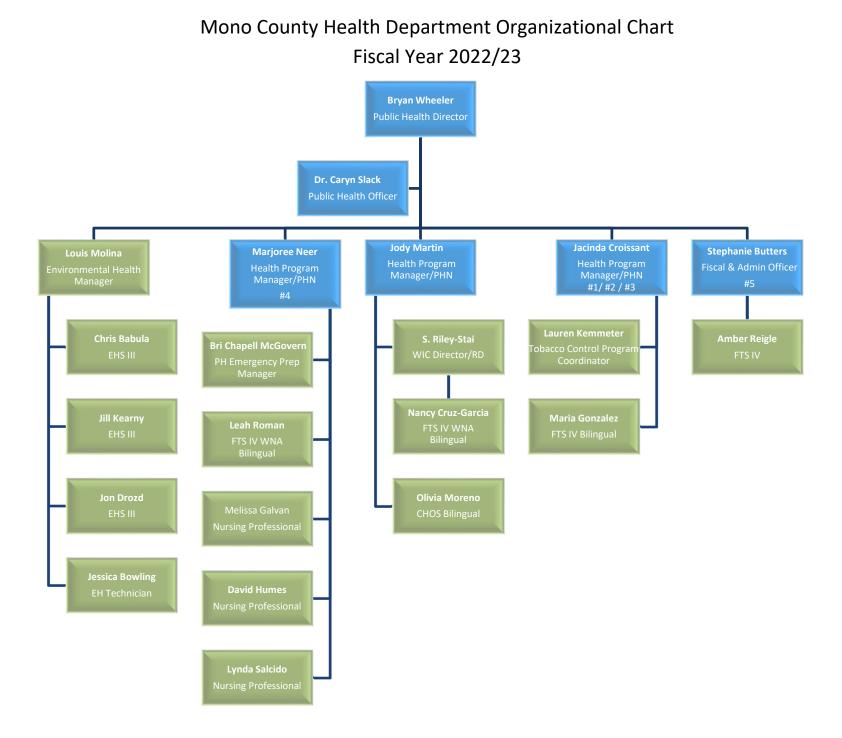
FISCAL & ADMINISTRATIVE OFFICER DUTY STATEMENT

Budget Line: #5

Health Jurisdiction: Mono County
Program: Maternal, Child, and Adolescent Health
Program Position: Fiscal & Administrative Officer
County Job Specification: Public Health Fiscal and Administrative Officer

The Maternal, Child, and Adolescent Health Program fiscal agent performs all fiscal duties in support of the MCAH program. Duties and responsibilities of this position include but are not limited to:

- Preparation of budget and any budget adjustments
- Prepare any materials necessary for submission to Board of Supervisors for approval
- Processes all invoices for payment through the Auditor's office
- Oversees the data entry of time studies
- Prepares invoices
- Deposits all receipts in appropriate accounts
- Maintains inventory of program equipment
- Prepares fiscal information for periodic reports
- Other duties as required



Local MCAH Director Verification of Requirements Form

Name of LHJ:

Date:

MCAH Director Qualifications and Full Time Equivalent (FTE) Requirements:

The LHJ must meet the qualification and FTE requirement(s) for the MCAH Director as outlined below. If the LHJ is not able to meet these requirements, they must select one or both options below **and** describe how the LHJ will meet the MCAH Director requirements, and describe how they will assure the appropriate level of oversight for the program.

If the LHJ is not able to meet requirements, CDPH/MCAH recommends the LHJ add an MCAH Coordinator position and/or other positions to meet the MCAH Director requirements and assist with the responsibilities of the MCAH Director.

□ MCAH Director Qualifications Waiver Request

The MCAH Director must be a qualified health professional, which is defined as follows:

- A physician who is board-certified or board-eligible in specialties of Obstetrics/Gynecology, Pediatrics, Family Practice or Preventive Medicine; or
- A non-physician who must be a certified public health nurse (PHN).
- Other professional credentials may be accepted but must be approved by the CDPH/MCAH.

□ MCAH Director FTE Waiver Request

The MCAH Director must dedicate a percentage of time or Full Time Equivalent (FTE) to MCAH activities that complies with the following state MCAH Program guidelines for the population.

MCAH Director Full-time Equivalent (FTE) Requirements				
Total LHJ Population	FTE MCAH Director			
3.5 million	2.0 Physicians			
750,001-3.5 million	1.0 Physician			
200,001-750,000	1.0 Public Health Nurse			
75,001-200,000	0.75 Public Health Nurse			
25,000-75,000	0.50 Public Health Nurse			
<25,000	0.25 Public Health Nurse			

Describe below how the LHJ will assure the appropriate level of oversight for the program:

*If the MCAH Director is not a Public Health Nurse (PHN), a Master's in Public Health (MPH), or another qualification in place of a physician or PHN qualification requirement, the LHJ must describe its mechanism for oversight of medical or clinical issues.

Local MCAH Director Verification of Requirements Form

Additional MCAH Director Requirements:

If the LHJ does not have a Perinatal Services Coordinator (PSC), the MCAH Director is responsible for the PSC duties and implementation of the Comprehensive Perinatal Services Program (CPSP) program, if the LHJ has CPSP.

□ Please check here is the LHJ does not have a PSC.

In LHJs participating in the California Home Visiting Program (CHVP), the MCAH Director is required to devote a minimum of 0.05 FTE and a maximum of 0.15 FTE to CHVP oversight, fostering partnerships and collaboration within the LHJ, and directing the local CHVP Community Advisory Board (CAB).

□ Please check here is the LHJ participates in the CHVP.

Signed:

MCAH Director or designee

Date

Local MCAH Director Verification of Requirements Form

Information and requirements for completing the form:

A copy of the form must be submitted annually during the Agreement Funding Application (AFA) process. The form will be verified with the submitted Local MCAH budget, Organizational Charts and Duty Statements.

Additionally, a new form is required to be submitted for any changes to the MCAH Director position throughout the year such as budget revisions and/or change in MCAH Director.

Submittal Requirements:

- Complete and submit the form annually during the AFA process.
- The form must be signed by MCAH Director and optionally the Agency Director.
- Submit the Duty Statement(s).
- Submit Organizational Chart(s).
- Submit a new form for any subsequent changes after the AFA process to the CDPH/MCAH Program Consultant.

California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Division Local MCAH Scope of Work (SOW)

The Local Health Jurisdiction (LHJ), in collaboration with the CDPH/MCAH Division, shall strive to develop systems that protect and improve the health of California's women of reproductive age, infants, children, adolescents and their families.

The development of the Local MCAH SOW was guided by several public health frameworks including the ones listed below. Please consider integrating these approaches when conceptualizing and organizing local program, policy, and evaluation efforts.

- o The Ten Essential Services of Public Health and Toolkit
- o <u>The Spectrum of Prevention</u>
- o Life Course Perspective
- o <u>Social Determinants of Health</u>
- o The Social-Ecological Model
- o <u>Strengthening Families</u>

All Title V programs must comply with the MCAH Fiscal Policy and Procedures Manual and the Local MCAH Program Policy and Procedures Manual.

Certification by	Name: Jacinda Croissant
MCAH Director:	
	Title: MCAH Director/Program Manager/PHN
	Date: 6/9/2022
	I certify that I have seen and reviewed this Scope of Work for compliance with CDPH/MCAH Program Policies and Procedures.

Note: The Title V Maternal and Child Health Block Grant is the federal program that provides core funding to California to improve the health of mothers and children. The Title V Block Grant is federally administered by the Health Resources and Services Administration.

CDPH/MCAH may post SOWs on the CDPH/MCAH website.

Aligns With	General Requirement(s)	Required Local Activities	Time Frame	Deliverable Description
CDPH/MCAH Requirement	Annual Report	A1 Complete and submit an Annual Report each fiscal year to report on Scope of Work activities.	Annually, each fiscal year	The Annual Report will report on progress of program activities and the extent to which the LHJ met the SOW goals and deliverables and how funds were expended.
Title V Requirement	Toll-Free Line	A2 Provide a toll-free telephone number or "no cost to the calling party" number (and other appropriate methods) which provides a current list of culturally and linguistically appropriate information and referrals to community health and human resources for the public regarding access to prenatal care.	Annually, each fiscal year	Include on Local MCAH budget during the AFA cycle. Report in Annual Report: • List toll-free telephone number
Title V Requirement	MCAH Website	A3 Share link, if available, to the appropriate Local MCAH Title V Program website.	Annually, each fiscal year	 Report in the Annual Report: List the URL for the Local MCAH Title V program website
Title V Requirement CDPH/MCAH Requirement	Workforce Development and Training	A4 Attend required trainings/meetings as outlined in the MCAH Program Policies and Procedures.	Annually, each fiscal year	 Report attendance in Annual Report: MCAH Director's meeting SIDS Coordinators meeting
CDPH/MCAH Requirement	MCAH Director	A5 Maintain required MCAH Director position and recruit and retain qualified Title V program staff by as outlined in the MCAH Policies and Procedures.	Ongoing	The LHJ must submit an MCAH Director verification form annually during the AFA process and resubmit with any changes.
CDPH/MCAH Requirement	Community Resource and Referral Guide	A6 Develop a comprehensive MCAH resource and referral guide of available health, mental health, emergency resources, and social services.	By end of 2025	 Report in Annual Report: Submit/upload a copy or link to the existing resource and referral guide
Title V Requirement	Conduct Local Needs Assessment	A7 Conduct a Local Needs Assessment to acquire an accurate, thorough picture of the strengths and weaknesses of the local public health system.	Once in five-year cycle	Complete Local Needs Assessment documents provided by CDPH/MCAH.

Local Health Jurisdiction: Select LHJ Agreement Number: Enter Agreement Number

Section B: Do	main specific req	uirements and activities		
CDPH/MCAH Requirement	Infant – Sudden Infant Death Syndrome/Sudden Unexpected Infant Death (SIDS/SUID)	B1 Required for Infant Domain - all LHJs Provide SIDS/SUID grief and bereavement services and supports through home visits and/or mail resource packets to families suffering an infant loss.	Annually, each fiscal year	Report on SIDS/SUID services and supports in the Annual Report.
CDPH/MCAH Requirement	Infant – Safe Sleep	B2 Required for Infant Domain - all LHJs Promote the latest AAP Safe Sleep guidance and implement Infant Safe Sleep Interventions to reduce the number of SUID related deaths.	Annually, each fiscal year	Report on safe sleep activities in the Annual Report.
CDPH/MCAH Requirement	Child Health - Developmental Screening	B3 Required for Child Domain - all LHJs Partner with CDPH/MCAH to identify, review and monitor local developmental screening rates.	Annually, each fiscal year	Report on developmental screening activities in the Annual Report.
CDPH/MCAH Requirement	Child Health – Family Economic Supports	B4 Required for Child Domain - all LHJs Link and refer families in MCAH programs to safety net and public health care programs such as Family Planning, Access, Care, and Treatment (PACT), Medi-Cal, and Denti-Cal.	Annually, each fiscal year	Report on family economic support activities in the Annual Report.
CDPH/MCAH Requirement	Children and Youth with Special Health Care needs (CYSHCN)	B5 Required for CYSHCN Domain - all LHJs Link and refer children in families served by Local MCAH programs to services if results of a developmental or trauma screening indicates that the child needs follow-up.	Annually, each fiscal year	Report on screening and referral activities in the Annual Report.
CDPH/MCAH Requirement	Children and Youth with Special Health Care needs (CYSHCN)	B6 Required for CYSHCN Domain - all LHJs	Annually, each fiscal year	Report on outreach activities in the Annual Report.
CDPH/MCAH Requirement	Infant – Fetal Infant Mortality Review (FIMR)	B7 Required for FIMR funded LHJs only LHJs funded for FIMR will implement FIMR activities in accordance with Local MCAH Program Policies and Procedures.	Annually, each fiscal year	Report on FIMR activities in the Annual Report.
CDPH/MCAH Requirement	Black Infant Health (BIH) Program	B8 Required for BIH funded LHJs only	Annually, each fiscal year	Report on BIH activities in the Annual Report.

Local Health Jurisdiction: Select LHJ

Agreement Number: Enter Agreement Number

		LHJs funded for BIH will implement the BIH Program in accordance with BIH Policies		
		and Procedures.		
CDPH/MCAH	Adolescent Family	B9	Annually, each fiscal year	Report on AFLP activities in the Annual
Requirement	Life Program	Required for AFLP funded LHJs only		Report.
	(AFLP)	LHJs funded for AFLP will implement the AFLP Program in accordance with AFLP		
		Policies and Procedures.		

Section C: Local Activities by Domain

At least one activity must be selected or the LHJ must develop at least one activity of their own in the Women/Maternal Health Domain

Women/Maternal Health Domain					
	California are healthy before, during and after pregnancy.				
Women/Maternal Focus Area 1: Reduce the impact of chronic conditions related to maternal mortality.					
Performance Measures	NPM 1: Well-woman visit (Percent of women with a preventive medical visit in the past year).				
(National/State Performance Measures and Evidence-Based Strategy Measure)					
	rnal State Objective 1:				
	cy) from 12.8 deaths per 100,000 live births (2013 CA-PMSS) to 12.2 deaths per 100,000 live births.				
Women/Maternal State Objective 1: Strategy 1:	Women/Maternal State Objective 1: Strategy 2:				
Lead surveillance and investigations of pregnancy-related deaths (up to 1 year after the end of	Partner to translate findings from pregnancy-related mortality surveillance and research into				
pregnancy) in California.	recommendations for action to improve maternal health and perinatal clinical practices.				
Local Activities for Women/Maternal Objective 1: Strategy 1:	Local Activities for Women/Maternal Objective 1: Strategy 2:				
w 1.1.1	w 1.2.1				
\Box Partner with CDPH/MCAH on dissemination of data findings, guidance, and education to the	□Partner with CDPH/MCAH on dissemination of recommendations to improve maternal health and				
public and local partners, including perinatal obstetric providers.	perinatal clinical practices, including quality improvement toolkits.				
What is your anticipated outcome?	What is your anticipated outcome?				
w 1.1.2	w 1.2.2				
	W 1.2.2				
□Other local activity (Please Specify/Optional):	Other local activity (Please Specify/Optional):				
What is your anticipated outcome?	What is your anticipated outcome?				

If you have additional local activities, please add a row.

Local Health Jurisdiction: Select LHJ

Agreement Number: Enter Agreement Number

	Women/Maternal Health Domain					
	y Need: Ensure women in California are healthy before, during and after					
Women/Maternal Focus Area 2: Reduce the impact of chronic conditions related to maternal morbidity.						
Performance Measures NPM 1: Well-woman visit (Percent of women with a preventive medical visit in the past year). (National/State Performance Measures and Evidence-Based Strategy Measure) Performance Measures						
By 2025, reduce the rate of severe matern	Women/Maternal State Objective 2: al morbidity from 93.5 per 10,000 delivery hospitalizations (2018 PE	DD) to 88.8 per 10,000 delivery hospitalizations.				
Women/Maternal State Objective 2: Strategy 1:	Women/Maternal State Objective 2: Strategy 2:	Women/Maternal State Objective 2: Strategy 3:				
Lead surveillance and research related to maternal morbidity in	Lead statewide regionalization of maternal care to ensure women	Partner to strengthen knowledge and skill among health care				
California.	receive appropriate care for childbirth.	providers and individuals on chronic conditions exacerbated during pregnancy.				
Local Activities for Women/Maternal Objective 2: Strategy 1	Local Activities for Women/Maternal Objective 2: Strategy 2	Local Activities for Women/Maternal Objective 2: Strategy 3				
w 2.1.1	w 2.2.1	w 2.3.1				
□ Partner with CDPH/MCAH on dissemination of data findings,	□ Partner with local Regional Perinatal Programs of California (RPPC)	Partner with CDPH/MCAH to pilot test educational materials				
guidance, and education to the public and local partners.	Director to understand and promote efforts to establish Perinatal Levels of Care.	addressing chronic health conditions during pregnancy and disseminate to consumers and providers.				
What is your anticipated outcome?						
	What is your anticipated outcome?	What is your anticipated outcome?				
w 2.1.2	w 2.2.2	w 2.3.2				
Other local activity (Please Specify/Optional):	□ Partner with CDPH/MCAH, RPPC, and Comprehensive Perinatal Services Program (CPSP) to coordinate resources and quality improvement efforts.	□ For Black Infant Health (BIH) funded sites only, develop and disseminate statewide media campaigns to inform Black women on chronic health conditions.				
What is your anticipated outcome?	What is your anticipated outcome?	What is your anticipated outcome?				

w 2.1.3	w 2.2.3	w 2.3.3
Other local activity (Please Specify/Optional): What is your anticipated outcome?	□ Perinatal Service Coordinator (PSC) will partner with Women Infant Children (WIC), RPPC, CDPH/MCAH, Medi-Cal, and other key stakeholders to ensure a coordinated delivery system for women during and after pregnancy.	Other local activity (Please Specify/Optional): What is your anticipated outcome?
	What is your anticipated outcome?	
w 2.1.4	w 2.2.4	w 2.3.4
Other local activity (Please Specify/Optional):	□ Other local activity (Please Specify/Optional):	Other local activity (Please Specify/Optional):
What is your anticipated outcome?	What is your anticipated outcome?	What is your anticipated outcome?

		Woman/Maternal Health Domain	
	-	sure women in California are healthy before, during and aft al Focus Area 3: Improve mental health for all mothers in Cali	
Performance Measures (National/State Performance Measures and Evidence-Based S Measure)		NPM 1: Well-woman visit (Percent of women with a preven	
By 2025, increase the receipt of mental health services am	-	(provisional 2018 MIHA) to 52.1%.	or mental health concerns during the perinatal period from 49.6%
Women/Maternal State Objective 3: Strategy 1: Partner with state and local programs responsible for the provision of mental health services and early intervention programs to reduce mental health conditions in the perinatal period.	Partn provid	Women/Maternal State Objective 3: Strategy 2: er to strengthen knowledge and skill among health care ers, individuals, and families to identify signs of maternal mental health-related needs.	Women/Maternal State Objective 3: Strategy 3: Partner to ensure pregnant and parenting women are screened utilizing standardized and validated tools and linked to needed services for mental health conditions in the perinatal period.
Local Activities for Women/Maternal Objective 3: Strategy 1 w 3.1.1	Local w 3.2.1	Activities for Women/Maternal Objective 3: Strategy 2	Local Activities for Women/Maternal Objective 3: Strategy 3 w 3.3.1
□Partner with local programs responsible for the provision of mental health services and early intervention programs to promote mental health services in the perinatal period.	□Perinatal Service Coordinators (PSCs) will provide technical assistance on new requirements for provider screening of mental health.		 Implement and utilize standardized and validated mental health screening tools for pregnant and parenting women in MCAH programs. What is your anticipated outcome?
What is your anticipated outcome?	What is y	our anticipated outcome?	
w 3.1.2	w 3.2.2		w 3.3.2
□Partner with local mental health service providers to improve referral and linkages to mental health services.		with local Mental Health Services Act (MHSA)/Prop. 63 ograms to increase available services to women during period.	□Lead the development of a county maternal mental health algorithm that outlines a referral system and the services available to address maternal mental health.
What is your anticipated outcome?	What is y	our anticipated outcome?	What is your anticipated outcome?

w 3.1.3	w 3.2.3	w 3.3.3
□Other local activity (Please Specify/Optional):	□Partner with CDPH/MCAH to disseminate mental health promotional messages that educate women and families to recognize early signs and symptoms of mental health disorders.	□Other local activity (Please Specify/Optional):
What is your anticipated outcome?	What is your anticipated outcome?	What is your anticipated outcome?
w 3.1.4	w 3.2.4	w 3.3.4
Other local activity (Please Specify/Optional):	Other local activity (Please Specify/Optional):	Other local activity (Please Specify/Optional):
What is your anticipated outcome?	What is your anticipated outcome?	What is your anticipated outcome?

		Woman/Materi	nal Health Domain	
	-		re healthy before, during and after pregnancy.	
	/Maternal Focus Area		e pregnancy and improve pregnancy planning and birt	
Performance Measures		•	cent of women with a preventive medical visit in the pa	
(National/State Performance Measures and Evider	nce-Based Strategy		Ith Jurisdictions (LHJs) that report developing or adopt	ing a protocol to link clients (women 22-44) to a
Measure)		provider to access a preventive		
By 2025, increase the	percent of women	-	al State Objective 4: gnancy interval of at least 18 months from 73.6% (2017 CCMBF) to 76.4%.
Women/Maternal State Objective 4: Strategy 1:	•	State Objective 4: Strategy 2:	Women/Maternal State Objective 4: Strategy 3:	Women/Maternal State Objective 4: Strategy 4:
Partner to increase provider and individual		based assessment of mothers	Lead the implementation of the Comprehensive	Fund the DHCS Indian Health Program (IHP) to
knowledge and skill to improve health and health	in California, the	Maternal and Infant Health	Perinatal Service Provider (CPSP) program to	administer the American Indian Maternal Support
care before and between pregnancies.	Assessment Surve	ey (MIHA), to provide data to	ensure access to comprehensive prenatal care for	Services (AIMSS) to provide case management and
	guide pro	ograms and services.	Medi-Cal Fee-for-Service clients.	home visitation program services for American
				Indian women during and after pregnancy.
Local Activities for Women/Maternal Objective	Local Activities for	· Women/Maternal Objective	Local Activities for Women/Maternal Objective 4:	No Local Activities
4: Strategy 1	4: Strategy 2		Strategy 3	
w 4.1.1	w 4.2.1		w 4.3.1	
□Partner with CDPH/MCAH to disseminate and		PH/MCAH in the development	□Partner with Perinatal Service Coordinators	
promote best practices and resources from key		ant Health Assessment (MIHA)	(PSCs) to identify and recruit providers in medically	
preconception initiatives.	Survey.		underserved areas to increase access to care.	
What is your anticipated outcome?	What is your antici	pated outcome?	What is your anticipated outcome?	
w 4.1.2	w 4.2.2		w 4.3.2	
\Box Coordinate with CDPH/MCAH to identify	□ Partner with CDP	PH/MCAH to disseminate	□Lead in implementing the local CPSP program	
uninsured populations and conduct outreach and awareness of health insurance options.	MIHA data findings and local partners.	and guidance to the public	and provide monitoring and oversight of providers to ensure quality of care for CPSP	
			clients.	

What is your anticipated outcome?	What is your anticipated outcome?	What is your anticipated outcome?
w 4.1.3	w 4.2.3	w 4.3.3
□Partner with CDPH/MCAH to promote preconception/inter-conception health programs.	Other local activity (Please Specify/Optional):	□Other local activity (Please Specify/Optional):
What is your anticipated outcome?	What is your anticipated outcome?	What is your anticipated outcome?
w 4.1.4	w 4.2.4	w 4.3.4
Other local activity (Please Specify/Optional):	Other local activity (Please Specify/Optional):	□Other local activity (Please Specify/Optional):
What is your anticipated outcome?	What is your anticipated outcome?	What is your anticipated outcome?

Woma	n/Maternal	Health Domain
		nealthy before, during and after pregnancy.
	FOCUS Area 5: Re	educe maternal substance use.
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 1: Well-w	voman visit (Percent of women with preventive medical visit in the a past year).
		tate Objective 5: ery hospitalizations (2018 PDD) to 19.7 per 1,000 delivery hospitalizations.
Women/Maternal State Objective 5: Strategy 1:		Women/Maternal State Objective 5: Strategy 2:
Lead research and surveillance on maternal substance use in California.		Partner at the state and local level to increase prevention and treatment of maternal opioid and other substance use.
Local Activities for Women/Maternal Objective 5: Strategy 1		Local Activities for Women/Maternal Objective 5: Strategy 2
w 5.1.1		w 5.2.1
□Coordinate with CDPH/MCAH to disseminate data findings, guidance, and education to the local partners.	he public and	⊠Identify county specific resources on treatment and best practices to address substance use and collaborate to improve referral and linkages to services.
What is your anticipated outcome?		What is your anticipated outcome? Collaborate with local substance members from the Eastern Sierra Substance Use Project and the Eastern Sierra Cancer Alliance to implement the Drink Less for Your Breasts campaign. The campaign would be a media campaign and an education booth to promote resources to reduce alcohol consumption and creating non-alcoholic drinks (mocktails).
		https://drinklessforyourbreasts.org/whats-the-risk/ Drink Less for Your Breasts Health Campaign (arg.org)
w 5.1.2		w 5.2.2
Other local activity (Please Specify/Optional):		□Partner with CDPH/MCAH to disseminate a social media campaign on maternal opioid use.
What is your anticipated outcome?		What is your anticipated outcome?

w 5.1.3	w 5.2.3
Other local activity (Please Specify/Optional):	Disseminate the Association of State and Territorial Health Officials (ASTHO) Public Health Perinatal Opioid Toolkit.
What is your anticipated outcome?	What is your anticipated outcome?
w 5.1.4	w 5.2.4
Other local activity (Please Specify/Optional):	□Other local activity (Please Specify/Optional):
What is your anticipated outcome?	What is your anticipated outcome?

Section C: Local Activities by Domain

At least one activity must be selected or the LHJ must develop at least one activity of their own in the Perinatal/Infant Health Domain

		Perinatal/Infar	nt Health Domain	
	· · · · · · · · · · · · · · · · · · ·		are born healthy and thrive in their first year of life.	
			thy infant development through breastfeeding.	
	Perinatal/Infant Focus Area 2		fant development through caregiver/infant bonding.	
Performance Measu			if infants who are ever breastfed.	
(National/State Performance Measures and Evid			of infants breastfed exclusively through 6 months. of online views/hits to the "Lactation Support for Low-V	Nago Workers"
	ence-based strategy measure	LSIM 4.1. Number		vage workers .
		Perinatal/Infant	State Objective 1:	
By 2025, in	crease the percent of women	who report exclusiv	ve in-hospital breastfeeding from 70.2% (2018 GDS	P) to 72.5%.
Perinatal/Infant State Objective 1: Strategy 1:	Perinatal/Infant State Object	ve 1: Strategy 2:	Perinatal/Infant State Objective 1: Strategy 3:	Perinatal/Infant State Objective 1: Strategy 4:
Lead surveillance of breastfeeding practices and	Lead technical assistance and t	raining to support	Partner to develop and disseminate information and	Partner with birthing hospitals to support
assessment of initiation and duration trends.	breastfeeding initiation, i	-	resources about policies and best practices to	caregiver/infant bonding.
	implementation of the Model	•	promote breastfeeding duration, including lactation	
	Baby Friendly in all California bi	rthing hospitals by	accommodation within all MCAH programs.	
	2025.			
Local Activities for Perinatal/Infant Objective 1:	Local Activities for Perinatal/In	fant Objective 1:	Local Activities for Perinatal/Infant Objective 1:	Local Activities for Perinatal/Infant Objective 1:
Strategy 1	Strategy 2		Strategy 3	Strategy 4
p 1.1.1	p 1.2.1		p 1.3.1	p 1.4.1
☐ Monitor and track breastfeeding initiation and	□ Promote breastfeeding educa	tion to proposal	Partner to develop and disseminate information	□ Partner with Regional Perinatal Program of
duration rates and disseminate data to	women in local MCAH programs	•	and resources about policies and best practices to	California (RPPC) Directors to work with local
community and local partners.			promote extending breastfeeding duration,	birthing hospitals on messaging related to infant
community and local partners.			including lactation accommodation within local	bonding with an emphasis on a client-centered
	What is your anticipated outco	ne?	MCAH programs.	approach.
What is your anticipated outcome?	,			
			What is your anticipated outcome?	What is your anticipated outcome?

p 1.2.2	p 1.3.2	p 1.4.2
□ Partner to disseminate information to the community regarding evidence-based breastfeeding initiation guidance.	□Other local activity (Please Specify/Optional):	□ Partner with community leaders to promote infant bonding, skin to skin training and outreach activities to dads, partners, and caretakers.
What is your anticipated outcome?	What is your anticipated outcome?	What is your anticipated outcome?
p 1.2.3	p 1.3.3	p 1.4.3
□ Partner with Regional Perinatal Programs of California (RPPC) Directors to track and assess implementation and technical assistance needs of birthing hospitals related to the implementation of	Other local activity (Please Specify/Optional):	Other local activity (Please Specify/Optional):
What is your anticipated outcome?	what is your anticipated outcome?	What is your anticipated outcome?
p 1.2.4	p 1.3.4	p 1.4.4
Other local activity (Please Specify/Optional):	□Other local activity (Please Specify/Optional):	□Other local activity (Please Specify/Optional):
What is your anticipated outcome?	What is your anticipated outcome?	What is your anticipated outcome?
	 Partner to disseminate information to the community regarding evidence-based breastfeeding initiation guidance. What is your anticipated outcome? p 1.2.3 Partner with Regional Perinatal Programs of California (RPPC) Directors to track and assess implementation and technical assistance needs of birthing hospitals related to the implementation of Model Hospital Policy or Baby Friendly. What is your anticipated outcome? p 1.2.4 Other local activity (Please Specify/Optional): 	□ Partner to disseminate information to the community regarding evidence-based breastfeeding initiation guidance. □ Other local activity (Please Specify/Optional): What is your anticipated outcome? What is your anticipated outcome? what is your anticipated outcome? p 1.3.3 □ Partner with Regional Perinatal Programs of California (RPPC) Directors to track and assess implementation and technical assistance needs of birthing hospitals related to the implementation of Model Hospital Policy or Baby Friendly. □ Other local activity (Please Specify/Optional): what is your anticipated outcome? □ Other local activity (Please Specify/Optional): p 1.2.4 □ Other local activity (Please Specify/Optional):

	Perinatal/Infant Health Domain	
Perinatal/I	nfant Priority Need: Reduce infant mortality with a focus on eliminati	ng disparities.
	Perinatal/Infant Focus Area 3: Reduce Black Infant Mortality.	
Performance Measures		
(National/State Performance Measures and Evidence-Based Stra	tegy SPM 1: Preterm birth rate among infants born to non-Hispa	nic Black women.
Measure)	Perinatal/Infant State Objective 2:	
By 2025 reduc	e the rate of infant deaths from 4.2 per 1,000 live births (2017 BS	ME/DSME) to 4.0
Perinatal/Infant State Objective 2: Strategy 1:	Perinatal/Infant State Objective 2: Strategy 2:	Perinatal/Infant State Objective 2: Strategy 3:
Lead research and surveillance related to fetal and infant mortality	Support local fetal infant review (FIMR) programs by expanding and	Lead the California SIDS Program to provide grief and bereavement
in California.	implementing infant safe sleep strategies and engaging community	support to parents, technical assistance, resources, and training on
	action team members in efforts to reduce the number of sudden	infant safe sleep to reduce infant mortality.
	unexpected infant deaths.	
Local Activities for Perinatal/Infant Objective 2: Strategy 1	No Local Activities	Local Activities for Perinatal/Infant Objective 2: Strategy 3
p 2.1.1		p 2.3.1
□Monitor and track fetal and infant mortality and disseminate		⊠Promote and disseminate information and resources related to
data to community and local partners.		SIDS/SUID risk factors and reduction strategies.
What is your anticipated outcome?		What is your anticipated outcome?
		Disseminate information about SIDS/SUID through the Mono County
		Infant Health webpage and through the Childcare Provider Appreciation event and any other relevant community events.
		Provide pack n' plays, sleep sacs, and pacifiers to families and
		childcare providers that need resources for safe sleep.
		While the webpage is already in place, website updates and resources
		will be added to make the webpage more current and robust.
		Current Infant Health SIDS/SUID page:
		https://monohealth.com/public-health/page/sids
p 2.1.2		p 2.3.2
Other local activity (Please Specify/Optional):		Disseminate Safe to Sleep [®] campaign and Safe Sleep strategies that
		address SIDS and other sleep-related causes of infant death.

What is your anticipated outcome?	What is your anticipated outcome?
p 2.1.3	p 2.3.3
Other local activity (Please Specify/Optional):	□Partner with Regional Perinatal Programs of California (RPPC) to work with birthing hospitals to disseminate Sudden Infant Death
What is your anticipated outcome?	Syndrome/Sudden Unexpected Infant Death (SIDS/SUID) risk reduction information to parents or guardians of newborns upon discharge.
	What is your anticipated outcome?
p 2.1.4	p 2.3.4
□Other local activity (Please Specify/Optional):	□Partner with local childcare licensing, birthing facilities, clinics, Women Infant Children (WIC) sites, and medical providers to provide SIDS/SUID and Safe Sleep education.
What is your anticipated outcome?	What is your anticipated outcome?
p 2.1.5	p 2.3.5
□Other local activity (Please Specify/Optional):	□Other local activity (Please Specify/Optional):

What is your anticipated outcome?	What is your anticipated outcome?

	Perinatal/Infant Health Domain				
	Perinatal/Infant Priority Need: Reduce infant mortality with a focus on eliminating disparities.				
		Area 3: Reduce preterm births.			
	nce Measures es and Evidence-Based Strategy Measure)	SPM 1: Preterm birth rate among infants born to n	on-Hispanic Black women.		
	Perinatal/Inf	ant State Objective 3:			
	By 2025, reduce the percentage of pr	reterm births from 8.7% (2017 BSMF) to 8.4%.			
Perinatal/Infant State Objective 3: Strategy 1: Lead research and surveillance on disparities	Perinatal/Infant State Objective 3: <u>Strategy 2:</u>	<u>Perinatal/Infant State Objective 3: Strategy 3:</u> Lead the implementation of the Perinatal Equity	Perinatal/Infant State Objective 3: Strategy 5:		
in preterm birth rates in California.	Lead the implementation of the Black Infant Health (BIH) Program to reduce the impact of stress due to structural racism to improve Black	Initiative (PEI) to increase perinatal equity in California.	Lead the development and dissemination of preterm birth reduction strategies across California.		
Local Activities for Perinatal/Infant Objective	birth outcomes. Local Activities for Perinatal/Infant Objective 3:	Local Activities for Perinatal/Infant Objective 3:	Local Activities for Perinatal/Infant Objective 3:		
3: Strategy 1	Strategy 2	Strategy 3	Strategy 5		
p 3.1.1	p 3.2.1	p 3.3.1	p 3.5.1		
☐ Monitor and track local preterm birth rates and disseminate data to community and local partners.	□Other local activity (Please Specify/Optional):	□Other local activity (Please Specify/Optional):	□Partner with local birthing hospitals, and community stakeholders to disseminate social media campaigns about preterm birth reduction strategies.		
What is your anticipated outcome?	What is your anticipated outcome?	What is your anticipated outcome?	What is your anticipated outcome?		

p 3.1.2	p 3.2.2	p 3.3.2	p 3.5.2
□Other local activity (Please Specify/Optional):	□Other local activity (Please Specify/Optional):	□Other local activity (Please Specify/Optional):	Develop and disseminate preterm birth reduction materials and resources to the community and agencies providing services to moms and babies.
	What is your anticipated outcome?	What is your anticipated outcome?	
What is your anticipated outcome?			What is your anticipated outcome?
p 3.1.3	p 3.2.3	p 3.3.3	p 3.5.3
Other local activity (Please Specify/Optional):	Other local activity (Please Specify/Optional):	Other local activity (Please Specify/Optional):	□Other local activity (Please Specify/Optional):
What is your anticipated outcome?	What is your anticipated outcome?	What is your anticipated outcome?	What is your anticipated outcome?

Section C: Local Activities by Domain

At least one activity must be selected or the LHJ must develop at least one activity of their own in the Child Health Domain

	Child Health Domain				
Child	Child Priority Need: Optimize the healthy development of all children so they can flourish and reach their full potential.				
		nd support developmental screening.			
(National/State Performance Measures and E	-	i, ages 9 through 35 months, who received a developm	ental screening using a parent-completed screening		
Strategy Measure)	tool in the past year.				
			n using a validated instrument within AAP-defined age		
		or 24 months' time points) during the reporting period	1.		
		te Objective 1:			
By 2025, increase the percentage of children		velopmental screening from a health care provide	r using a parent-completed screening tool in the		
		6 (NSCH 2017-18) to 32.4%.			
Child State Objective 1: Strategy 1:	Child State Objective 1: Strategy 2:	Child State Objective 1: Strategy 3:	Child State Objective 1: Strategy 4:		
Partner to build data capacity for public health	Partner to improve early childhood systems to	Partner to educate and build capacity among	Support implementation of Department of Health		
surveillance and program monitoring and	support early developmental health and family	providers and families to understand	Care Services (DHCS) policies regarding child health		
evaluation related to developmental screening in California.	well-being.	developmental milestones and implement best	and well-being, including developmental screening.		
in Canornia.		practices in developmental screening and monitoring within MCAH programs.			
No Local Activities	Local Activities for Child Objective 1: Strategy 2	Local Activities for Child Objective 1: Strategy 4			
	ch 1.2.1	Local Activities for Child Objective 1: Strategy 3 ch 1.3.1	ch 1.4.1		
	□Partner with CDPH/MCAH, Statewide	□Partner with CDPH/MCAH and early childhood	□Build capacity by partnering with local Medi-Cal		
	Screening Collaborative, and local stakeholders,	and family-serving programs to assess current	managed care health plans to educate and share		
	such as the local First 5 program or Help Me	policies and practices on developmental screening	information with providers about Medi-Cal		
	Grow system, to identify key local resources for	and monitoring of developmental milestones to	developmental screening reimbursement and		
	developmental screening/linkage.	determine whether additional monitoring or	quality measures.		
	What is your anticipated outcome?		What is your anticipated outcome?		
	,	What is your anticipated outcome?			

ch 1.2.2	ch 1.3.2	ch 1.4.2
□Lead the development of a community resource map that links referrals to services. What is your anticipated outcome?	 Partner with providers to educate families in MCAH programs about specific milestones and developmental screening needs. What is your anticipated outcome? 	 Track county Medi-Cal managed care health plan developmental screening data. What is your anticipated outcome?
ch 1.2.3	ch 1.3.3	ch 1.4.3
Develop a social media campaign or other outreach activity for families who missed well- child visits and/or developmental screening due to COVID-19 to educate families on the importance of resuming preventive services. What is your anticipated outcome?	 Partner with Help Me Grow (HMG) and other key partners to educate providers and families about developmental screening recommendations and tools. What is your anticipated outcome? 	□Other local activity (Please Specify/Optional): What is your anticipated outcome?
ch 1.2.4	ch 1.3.4	ch 1.4.4
□Other local activity (Please Specify/Optional): What is your anticipated outcome?	□Partner with Women Infant Children (WIC) and other stakeholders to disseminate developmental milestone information, educational resources, and tools.	□Other local activity (Please Specify/Optional): What is your anticipated outcome?
what is your anticipated outcome?	What is your anticipated outcome?	

ch 1.2.5	ch 1.3.5	ch 1.4.5
□Other local activity (Please Specify/Optional):	Other local activity (Please Specify/Optional):	Other local activity (Please Specify/Optional):
What is your anticipated outcome?	What is your anticipated outcome?	What is your anticipated outcome?

Child Health Domain					
Child Priority Need: Op	Child Priority Need: Optimize the healthy development of all children so they can flourish and reach their full potential.				
Child Focus Area 2: Rai	se awareness of adverse childhood experiences and prevent toxic stress th	rough building resilience.			
Performance Measures (National/State Performance Measures and Evidence-Based (National/State Performance Measures and Evidence-Based (State Performance Measures and Evidence-Based (State Performance Measures)) (Notional/State Performance Measures and Evidence-Based (State Performance Measures)) (Notional/State Performance Measures) (N					
Strategy Measure)	-				
	range (10 months, 18 months, or 24 months' time points) during the reported to the comparison of the c				
By 2025, increase the percentage of children, ages 0 through	17 years, who live in a home where the family demonstrated qualiti	es of resilience (i.e., met all four resilience items as identified in			
	CH survey) during difficult times from 82.0% (95% CI: 78.2-85.3%) t	•			
Child State Objective 2: Strategy 1:	Child State Objective 2: Strategy 2:	Child State Objective 2: Strategy 3:			
Partner with CDPH Essentials for Childhood and other stakeholders	Partner to build capacity and expand programs and practices to build	Support the California Office of the Surgeon General and DHCS'			
to build data capacity to track and understand experiences of	family resiliency by optimizing the parent-child relationship,	ACEs Aware initiative to build capacity among communities,			
adversity and resilience among children and families.	enhancing parenting skills, and addressing child poverty through increasing access to safety net programs within MCAH-funded programs.	providers, and families to understand the impact of childhood adversity and the importance of trauma-informed care.			
Local Activities for Child Objective 2: Strategy 1	Local Activities for Child Objective 2: Strategy 2	Local Activities for Child Objective 2: Strategy 3			
ch 2.1.1	ch 2.2.1	ch 2.3.1			
□Identify and examine local county data sources for childhood adversity, childhood poverty, and social determinants of health affecting child health and family resilience.	□Assess current MCAH program practices to promote healthy, safe, stable, and nurturing parent-child relationships.	□Participate and promote the California Surgeon General's Adverse Childhood Experiences (ACEs) Aware trainings within local county agencies.			
at is your anticipated outcome?		What is your anticipated outcome?			
ch 2.1.2	ch 2.2.2	ch 2.3.2			
□Other local activity (Please Specify/Optional):	□Partner with CDPH/MCAH to understand statewide initiatives that address social determinants of health and strengthen economic supports for families.	□Identify resources and training opportunities on ACEs and trauma-informed care for local programs.			
What is your anticipated outcome?		What is your anticipated outcome?			

	What is your anticipated outcome?	
ch 2.1.3	ch 2.2.3	ch 2.3.3
□Other local activity (Please Specify/Optional):	Other local activity (Please Specify/Optional): Provide "Bringing Protective Factors Framework to Life in Your Work" trainings.	□Other local activity (Please Specify/Optional):
What is your anticipated outcome?	MCAH Director is a certified trainer for the "Bringing Protective Factors Framework to Life in Your Work" curriculum.	What is your anticipated outcome?
	Information about training: <u>https://ctfalliance.org/protective-factors/#:~:text=The%20Alliance%20Training%20of%20Trainers,and</u> %20enhance%20adult%20learning%20experiences.	
	What is your anticipated outcome? MCAH Director will provide at least 1 training to professionals that serve families, parents, and/or caregivers to promote protective factors and family resilience.	

Agreement Number: Enter Agreement Number

Child Health Domain				
Child Priority Need: Optimize the healthy development of all children so they can flourish and reach their full potential.				
Child Focu	<i>Is Area 3: Support and build partnerships to improve the physical health of all children.</i>			
Performance Measures	NPM 6: Percentage of children, ages 9 through 35 months, who received a developmental screening using a parent-completed screening tool in the past year.			
(National/State Performance Measures and Evidence-Based	ESM 6.1 : Percent of children enrolled in CHVP with at least one developmental screen using a validated instrument within AAP-defined age			
Strategy Measure)	range (10 months, 18 months, or 24 months' time points) during the reporting period.			
	Child State Objective 3:			
By 2025, increase the percentage of children, ages	1 through 17 years, who had a preventive dental visit in the past year from 80.2% (95% CI: 76.0- 83.9) [NSCH 2017-18] to 82.6%.			
	Child State Objective 3: Strategy 1:			
Support the CDPH Office of Oral Health in th	eir efforts to increase access to regular preventive dental visits for children by sharing information with MCAH programs.			
	Local Activities for Child Objective 3: Strategy 1			
ch 3.1.1				
Other local activity (Please Specify/Optional):				
What is your anticipated outcome?				

	Child Health Domain			
	Child Priority Need: Optimize the healthy development of all children so they can flourish and reach their full potential.			
Child Focus		erships to improve the physical health of all children.		
Performance Measures	tool in the past year.	n, ages 9 through 35 months, who received a developmental screening using a parent-completed screening		
(National/State Performance Measures and Evidence-Based Strategy		enrolled in CHVP with at least one developmental screen using a validated instrument within AAP-defined age		
Measure)		, or 24 months' time points) during the reporting period.		
		ate Objective 4:		
	ercentage of 5 th grade studen	ts who are overweight or obese from 40.5% (2018) to 39.3%.		
Child State Objective 4: Strategy 1:		Child State Objective 4: Strategy 2:		
Partner to enable the reporting of data on childhood overweight	and obesity in California.	Partner with WIC and others to provide technical assistance to local MCAH programs to support healthy eating and physically active lifestyles for families.		
Local Activities for Child Objective 4: Strate	egy 1	Local Activities for Child Objective 4: Strategy 2		
ch 4.1.1		ch 4.2.1		
Other local activity (Please Specify/Optional):		□Partner with Women Infant Children (WIC), local healthy community programs and initiatives, CDPH/MCAH programs, stakeholders to identify resources, best practices, and tools on healthy eating to share with families in MCAH programs.		
What is your anticipated outcome?		What is your anticipated outcome?		
ch 4.1.2		ch 4.2.2		
Other local activity (Please Specify/Optional):		□Partner with Women Infant Children (WIC), and other local programs to refer and link eligible families to WIC and other healthy food resources.		
What is your anticipated outcome?		What is your anticipated outcome?		

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ch 4.1.3	ch 4.2.3
Other local activity (Please Specify/Optional):	□Partner with CDPH/MCAH to utilize the Policies, Systems, and Environmental Change Toolkit to improve physical activity, nutrition, and breastfeeding within the local health jurisdiction.
What is your anticipated outcome?	What is your anticipated outcome?
ch 4.1.4	ch 4.2.4
Other local activity (Please Specify/Optional):	□Share the child MyPlate and related messaging with families and providers to promote healthy eating in children.
What is your anticipated outcome?	What is your anticipated outcome?
ch 4.1.5	ch 4.2.5
Other local activity (Please Specify/Optional):	□Other local activity (Please Specify/Optional):
What is your anticipated outcome?	What is your anticipated outcome?

Section C: Local Activities by Domain

At least one activity must be selected or the LHJ must develop at least one activity of their own in the CYSHCN Health Domain

Children and Youth with Special Health Care Needs (CYSHCN) Domain					
CYSHCN Priority Need 1: Make systems of care easier to navigate for CYSHCN and their families.					
CYSHCN Focus Area 1: Build capacity at the state and local levels to improve systems that serve CYSHCN and their families. Performance Measures NPM 12: Percent of adolescents with and without special health care needs who receive services necessary to make transitions to adult health care. (National/State Performance Measures and Evidence-Based Strategy Measure) ESM 12.1: Percentage of local MCAH programs that implement a Scope of Work objective focused on CYSHCN public health systems. By 2025, maintain the number of local MCAH programs that chose to implement a Scope of Work objective focused on CYSHCN public health systems and services during FY 21-22.					
		· · · ·			
<u>CYSHCN State Objective 1: Strategy 1:</u> Lead state and local MCAH capacity-building efforts to improve and expand public health systems and services for CYSHCN.	CYSHCN State Objective 1: Strategy 2: Lead program outreach and assessment within State MCAH to ensure best practices for serving CYSHCN are integrated into all MCAH programs.		<u>CYSHCN State Objective 1: Strategy 3:</u> Partner to build data capacity to understand needs and health disparities in the CYSHCN population.		
Local Activities for CYSHCN Objective 1: Strategy 1	Local Activities for CYSHCN Objective 1: Strategy 2		No Local Activities		
cy 1.1.1 Conduct an environmental scan focused on children and youth with special health care needs and their families, including needs, gaps, and resources available in your county or region.	providers, an	update a resource guide or diagram to help families, d organizations understand the landscape of available es in the community.			
t is your anticipated outcome? What is your anticipated outcome?					
cy 1.1.2	cy 1.2.2				
□Improve coordination of emergency preparedness and disaster relief support for Children and Youth with Special Health Care	□Other loca	activity (Please Specify/Optional):			

Needs (CYSHCN) and their families (COVID-19, wildfires, earthquakes, etc.)	What is your anticipated outcome?	
What is your anticipated outcome?		
cy 1.1.3	cy 1.2.3	
\Box Conduct a local data/evaluation project focused on CYSHCN.	Other local activity (Please Specify/Optional):	
What is your anticipated outcome?	What is your anticipated outcome?	
cy 1.1.4	cy 1.2.4	
☑ Create or join a public health taskforce focused on the needs of CYSHCN in your county or region.	Other local activity (Please Specify/Optional):	
What is your anticipated outcome? There is currently not a taskforce that is focused on the needs of the CYSHCN in our county or region. The goal is to develop one to connect the different agencies and identify ways that we can better support the CYSHCN population in our region.	What is your anticipated outcome?	
cy 1.1.5	cy 1.2.5	
Other local activity (Please Specify/Optional):	Other local activity (Please Specify/Optional):	

What is your anticipated outcome?	What is your anticipated outcome?		

Children and Youth with Special Health Care Needs (CYSHCN) Domain		
CYSHCN Priority Need 1: Make systems of care easier to navigate for CYSHCN and their families.		
CYSHCN Focus Area 2: Increase access to coordinated primary and specialty care for CYSHCN.		
Performance Measures	NPM 12: Percent of adolescents with and without special health care n	eeds who receive services necessary to make transitions to adult
(National/State Performance Measures and Evidence-Based Strategy Measure)	health care ESM 12.1: Percentage of local MCAH programs that implement a Scope	o of Work objective focused on CVSHCN public health systems
Strategy Measurey	CYSHCN State Objective 2:	
By 2025, increase the percent of adolescents with special hea	Ith care needs, ages 12 through 17, who received services necessa	ry to make transitions to adult health care from 18.4% to 20.2%.
	(NSCH 2016-20)	
CYSHCN State Objective 2: Strategy 1:	CYSHCN State Objective 2: Strategy 2:	CYSHCN State Objective 2: Strategy 3:
Partner on identifying and incorporating best practices to ensure	Fund DHCS/ISCD to assist CCS counties in providing necessary care	Fund DHCS/ISCD to increase timely access to qualified providers for
that CYSHCN and their families receive support for a successful	coordination and case management to CCS clients to facilitate timely	CCS clients to facilitate coordinated care.
transition to adult health care. Local Activities for CYSHCN Objective 2: Strategy 1	and effective access to care and appropriate community resources. No Local Activities	No Local Activities
	NO LOCALACTIVITIES	NO LOCALACTIVITIES
cy 2.1.1		
□Conduct an environmental scan in your county and/or region to		
understand needs, strengths, barriers, and opportunities in the		
transition to adult health care, supports, and services for youth		
with special health care needs.		
What is your anticipated outcome?		
cy 2.1.2		
Develop a communication and/or outreach campaign focused on		
transition from pediatric care to adult health care, including		
supports and services for youth with special health care needs.		
What is your anticipated outcome?		

cy 2.1.3	
□Create/join a local learning collaborative or workgroup focused on the transition to adult health care and supports and services for youth with special health care needs.	
What is your anticipated outcome?	
cy 2.1.4	
□Other local activity (Please Specify/Optional):	
What is your anticipated outcome?	

Children and Youth with Special Health Care Needs (CYSHCN) Domain				
CYSHCN Priority Need 2: Increase engagement and build resilience among CYSHCN and their families.				
CYSHCN Focus Area 3: Empower and support C	CYSHCN Focus Area 3: Empower and support CYSHCN, families, and family-serving organizations to participate in health program planning and implementation.			
			out special health care needs who receive services necessary to	
Performance Measures		make transitions to adult health care.		
(National/State Performance Measures and Evidence-Based Strat	egy Measure)		that implement a Scope of Work objective focused on CYSHCN	
		public health systems.		
		SHCN State Objective 3:	is loss and the family strength and the family strength and the strength a	
By 2025, maintain the number of local MCAH programs that chose to in	iplement a Scope of W		ial/community inclusion, and/or family strengthening for CYSHCN	
		during FY 21-22.		
CYSHCN State Objective 3: Strategy 1:	CYSH	CN State Objective 3: Strategy 2:	CYSHCN State Objective 3: Strategy 3:	
Partner to train and engage CYSHCN and families to improve CYSHCN-	Fund DHCS/ISCD to	support continued family engagement in CCS	Support statewide and local efforts to increase resilience among	
serving systems through input and involvement in state and local MCAH	program improvement, including the Whole Child Model, to assist		CYSHCN and their families.	
program design, implementation, and evaluation.	families of CYSHCN in navigating services.			
Local Activities for CYSHCN Objective 3: Strategy 1	No Local Activities		Local Activities for CYSHCN Objective 3: Strategy 3	
cy 3.1.1			cy 3.3.1	
Other local activity (Please Specify/Optional):			□Design and implement a project focused on social and	
			community inclusion for CYSHCN and their families.	
What is your anticipated outcome?			What is your anticipated outcome?	
			What is your anticipated outcome?	
			1	

cy 3.1.2	cy 3.3.2
Other local activity (Please Specify/Optional): What is your anticipated outcome?	□Promote trauma-informed practices specific to CYSHCN and families to ensure local MCAH programs such as home visiting and public health nursing have a trauma-informed approach that is inclusive of CYSHCN.
	What is your anticipated outcome?
cy 3.1.3	cy 3.3.3
□Other (Please Specify/Optional):	□Other (Please Specify/Optional):
	What is your anticipated outcome?
What is your anticipated outcome?	

Section C: Local Activities by Domain

At least one activity must be selected or the LHJ must develop at least one activity of their own in the Adolescent Health Domain

Adolescent Domain			
Adolescent Priority Need 1: Enhance strengths, skills and supports to promote positive development and ensure youth are healthy and thrive.			
Adolescent Focus A Performance Measures	rea 1: Improve sexual and reproductive health and well-being for all adoles	cents in California.	
(National/State Performance Measures and Evidence-Based	NPM 10: Percent of adolescents, ages 12 through 17, with a preventive m		
Strategy Measure)	ESM 10.1: Percent of AFLP participants who received a referral for prever	itive services.	
	Adolescent State Objective 1:		
	who use condoms and/or hormonal or intrauterine contraception to	prevent pregnancy and provide barrier protection against	
 sexually transmitted diseases as measured by: percent of sexually active adolescents who used a condetermination of the second sec	om at last sexual intercourse from 55% to 58%		
· · · · · · · · · · · · · · · · · · ·	st effective or moderately effective methods of FDA-approved contra	aception from 23% to 25%.	
Adolescent State Objective 1: Strategy 1:	Adolescent State Objective 1: Strategy 2:	Adolescent State Objective 1: Strategy 3:	
Lead surveillance and program monitoring and evaluation related to	Lead to strengthen knowledge and skills to increase use of protective	Partner across state and local health and education systems to	
adolescent sexual and reproductive health.	sexual health practices within CDPH/MCAH-funded programs.	implement effective comprehensive sexual health education in	
Local Activities for Adelescent Objective 1. Strategy 1	Local Activities for Adelescent Objective 1: Strategy 2	California.	
Local Activities for Adolescent Objective 1: Strategy 1 a 1.1.1	Local Activities for Adolescent Objective 1: Strategy 2 a 1.2.1	Local Activities for Adolescent Objective 1: Strategy 3 a 1.3.1	
		a 1.3.1	
Utilize California Adolescent Sexual Health Needs Index (CASHNI)	□Partner with CDPH/MCAH to disseminate education materials and	□For non- California Personal Responsibility Education Program	
to target adolescent sexual health programs and efforts to high	resources related to effective protective sexual health practices for	(CA PREP) and Information and Education Program (I&E) funded	
need youth.	youth, with a focus on reaching local health care professionals and	counties, partner with local PREP and I&E agencies and other	
	parents/caregivers.	community partners to ensure local implementation of evidence-	
What is your anticipated outcome?		based and/or evidence-informed sexual health education to high need youth.	
	What is your anticipated outcome?		
		What is your anticipated outcome?	

a 1.1.2	a 1.2.2	a 1.3.2
Utilize and disseminate Adolescent Sexual Health County Profiles to the public and local partners.	□For Adolescent Family Life Planning (AFLP)-funded counties, promote healthy sexual behaviors and healthy relationships among expectant and parenting youth.	Other local activity (Please Specify/Optional):
What is your anticipated outcome?	What is your anticipated outcome?	What is your anticipated outcome?
a 1.1.3	a 1.2.3	a 1.3.3
Utilize and disseminate California's Adolescent Birth Rate (ABR) data report to the public and local partners.	□ Build capacity of local MCAH workforce to promote protective adolescent sexual health practices.	□Other (Please Specify/Optional):
What is your anticipated outcome?	What is your anticipated outcome?	What is your anticipated outcome?
a 1.1.4	a 1.2.4	a 1.3.4
□Other (Please Specify/Optional):	Other local activity (Please Specify/Optional):	Other local activity (Please Specify/Optional):
What is your anticipated outcome?	What is your anticipated outcome?	What is your anticipated outcome?

Adolescent Domain			
Adolescent Priority Need: Enhance strengths, skills and supports to promote positive development and ensure youth are healthy and thrive. Adolescent Focus Area 2: Improve awareness of and access to youth-friendly services for all adolescents in California.			
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 10: Percent of adolescents, ages 12 through 17, with a preventive medical visit in the past year. ESM 10.1: Percent of AFLP participants who received a referral for preventive services.		
		State Objective 2:	
Adolescent State Objective 2: Strategy	5	ith a preventive medical visit in the past year from 76.2% to 83.8%. Adolescent State Objective 2: Strategy 2:	
Lead to develop and implement best practices in CDPH/MCAH funded accessing youth-friendly preventative care, sexual and reproductive care.	programs to support youth with	Partner to increase the quality of preventive care for adolescents in California.	
Local Activities for Adolescent Objective 2: St	trategy 1	Local Activities for Adolescent Objective 2: Strategy 2	
a 2.1.1		a 2.2.1	
□Implement evidence-based screening tools or assessments to conne programs to needed services.	ect adolescents in local MCAH	□Partner with CDPH/MCAH on dissemination of Adolescent Preventive Health Initiative (APHI) communications platform to health care providers to improve adolescent health care.	
What is your anticipated outcome?		What is your anticipated outcome?	
a 2.1.2		a 2.2.2	
□Lead the development of a community pathway map that links reference people.	rrals to services for young	Other (Please Specify/Optional):	
What is your anticipated outcome?		What is your anticipated outcome?	

a 2.1.3	a 2.2.3
□Partner to disseminate adolescent preventive care recommendations to improve the quality of adolescent health services.	□Other local activity (Please Specify/Optional):
What is your anticipated outcome?	What is your anticipated outcome?
a 2.1.4	a 2.2.4
□Other (Please Specify/Optional):	□Other local activity (Please Specify/Optional):
What is your anticipated outcome?	What is your anticipated outcome?

Adolescent Domain			
Priority Need: Enhance strengths, skills and supports to promote positive development and ensure youth are healthy and thrive. Adolescent Focus Area 3: Improve social, emotional, and mental health and build resilience among all adolescents in California.			
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 10: Percent of adolescents, ages 12 through 17, with a preventive medical visit in the past year. ESM 10.1: Percent of AFLP participants who received a referral for preventive services.		
Adolescent State Objective 3: By 2025, increase the percent of adolescents aged 12-17 who have an adult in their lives with whom they can talk to about serious problems from 77.2% to 79.7%.			
Adolescent State Objective 3: Strategy 1: Lead to strengthen resilience among expectant and parenting adolescents to improve health, social, and educational outcomes.	Adolescent State Objective 3: Strategy 2: Adolescent State Objective 3: Strategy 3: Partner to identify opportunities to build protective factors for adolescents at the individual, community, and systems levels. Partner to strengthen knowledge and skills among providers, individuals, and families to identify signs of distress and mental health related needs among adolescents.		
Local Activities for Adolescent Objective 3: Strategy 1	Local Activities for Adolescent Objective 3: Strategy 2	Local Activities for Adolescent Objective 3: Strategy 3	
a 3.1.1	a 3.2.1	a 3.3.1	
□ Partner with CDPH/MCAH to utilize evidence-based tools and resources, such as the Positive Youth Development (PYD) Model, to build youth resiliency to improve health, social, and educational outcomes among expectant and parenting youth.	Utilize the Adolescent Sexual Health Workgroup (ASHWG) Positive Youth Development (PYD) Organizational Assessment and Toolkit to build agency capacity to engage and promote youth leadership and youth development.	□Identify local needs and assets relating to adolescent mental health.	
		What is your anticipated outcome?	
What is your anticipated outcome?	What is your anticipated outcome?		
		<u> </u>	

a 3.1.2	a 3.2.2	a 3.3.2
□For non-Adolescent Family Life Planning (AFLP)-funded counties, participate on local AFLP agency's Local Stakeholder Coalition.	□Establish or join a local youth advisory board to incorporate youth voice and feedback into local MCAH health programs.	□Partner with or join a local adolescent health coalition and develop a strategic plan to improve adolescent mental health.
What is your anticipated outcome?	What is your anticipated outcome?	What is your anticipated outcome?
a 3.1.3	a 3.2.3	a 3.3.3
Partner with CDPH/MCAH in utilization and dissemination of updated	□ Other local activity (Please Specify/Optional):	Partner to disseminate training opportunities and resources
physical activity and nutrition guidelines to promote well-being among adolescent parents.		related to adolescent mental health such as Mental Health First Aid and Question Persuade Refer (QPR), a suicide prevention
		training.
	What is your anticipated outcome?	
What is your anticipated outcome?		What is your anticipated outcome?
		MCAH director is a QPR trainer and will provide at least 1 training to local professionals and community members that work with
		youth or young adults. The training will also incorporate education
		around ACE's/PCE's, and SOGI (Sexual orientation, gender identity) training. Utilize other trainers or become trained in teaching SOGI
		education.

a 3.1.4	a 3.2.4	a 3.3.4
□Other (Please Specify/Optional):	□Other (Please Specify/Optional):	□Other (Please Specify/Optional):
What is your anticipated outcome?	What is your anticipated outcome?	What is your anticipated outcome?
what is your anticipated outcome?	what is your anticipated outcome?	what is your anticipated outcome?

State of California Financial Information System for California (FI\$Cal) GOVERNMENT AGENCY TAXPAYER ID FORM 2000 Evergreen Street, Suite 215

2000 Evergreen Street, Suite 2 Sacramento, CA 95815 www.fiscal.ca.gov 1-855-347-2250



The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields marked with an asterisk (*) are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name*	Mono County				
Remit-To Address (Street or PO Box)*	PO Box 476				
City*	Bridgeport		State * CA	Zip Code	e*+4 93517-0476
Government Type:	City Special District Other (Specify)	✓ County ✓ Federal		Federal Employer Identification Number (FEIN)*	95-6005661

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name	Public Health	Complete Address	PO Box 476, Bridg	eport, CA 93	3517
Dept/Division/Unit Name		Complete Address			
Dept/Division/Unit Name		Complete Address			
Dept/Division/Unit Name		Complete Address			
Contact Person*	Stephanie Butters] Title	Public Health Fiscal &	Administrative	Officer
Phone number*	760-932-5587 E-r	nail address	sbutters@mono.ca.go	0V	
Signature*	Sturm M. Bund			Date	06/15/2022



State of California—Health and Human Services Agency California Department of Public Health



Attestation of Compliance with the Requirements for Enhanced Title XIX Federal Financial Participation (FFP) Rate Reimbursement for Skilled Professional Medical Personnel (SPMP) and their Direct Clerical Support Staff

In compliance with the Social Security Act (SSA) section 1903(a)(2), Title 42 Code of Federal Regulations (CFR) part 432.2 and 432.50, and the Federal and State guidelines provided,

has determined that the list of individuals in the attached Exhibit A are eligible for the enhanced SPMP reimbursement rate, for the State Fiscal Year _____, based on our review of all the criteria below:

- Professional Education and Training
- Job Classification
- Job Duties /Duty Statement
- Specific Tasks (if only a portion will be claimed as SPMP enhanced functions)
- Organizational Chart
- Accurate, complete, and signed SPMP Questionnaire
- Active California License/Certification

The undersigned hereby attests that he/she:

- Has personally reviewed the criteria above and its supporting documentation, and determined that the individuals meet the federal requirements for the enhanced SPMP reimbursement rate.
- Will maintain all the aforementioned records and supporting documentation for audit purposes for a minimum of 3 years.
- Certifies that SPMP expenditures are from eligible non-federal sources and are in accordance with 42 CFR Section 433.51
- Understands that if SPMP requirements are not met, the agency will be financially responsible for repaying the costs to the California Department of Public Health (CDPH).
- Understands that CDPH may request additional information to substantiate the SPMP claims and such information must be provided in a timely manner.

Agency Name/Local Health Jurisdiction

Name and Title

Signature

Date



SPMP ATTESTATION Exhibit A

#	Agency Employee	Classification/Position	Professional Education/Training	Type of License	Active CA License No./ Certification No.
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

#	Agency Employee	Classification/Position	Professional Education/Training	Type of License	Active CA License No./ Certification No.
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

#	Agency Employee	Classification/Position	Professional Education/Training	Type of License	Active CA License No./ Certification No.
21					
21					
23					
24					
25					
26					
27					
28					
29					
30					



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 5, 2022

Departments: Social Services

TIME REQUIRED

SUBJECT

Privacy and Security Agreement Extension with DHCS and CDSS PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

The Department of Health Care Services (DHCS) and California Department of Social Services (CDSS) both have Privacy and Security Agreements (PSA) with Mono County Social Services. They are drafting a new PSA which is going through California Welfare Director's Association County review and negotiations currently. Given the delay in this renewal, DHCS and CDSS will be electing to use the available 6-month extension detailed within both of their 2019 PSA agreements with the County, under Section XVIII. Termination. This would extend the term of current PSAs from September 2022 through March 1, 2023, to allow time for the remaining steps of the state's renewal process while minimizing impacts to County Department/Agencies and allowing ongoing data transmissions of PII. In order to proceed with the PSA extension, DHCS and CDSS need each county to provide a written acknowledgement of agreement to the 6-month extension.

RECOMMENDED ACTION:

Agree to extend the Privacy and Security Agreements between Mono County and the Department of Health Care Services and the California Department of Social Services for six months, and authorize Mono County Social Services Director, Kathy Peterson, to acknowledge and agree to such an extension.

FISCAL IMPACT:

None.

CONTACT NAME: Kathy Peterson, Social Services Director

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

SEND COPIES TO:

kpeterson@mono.ca.gov and cyoung@mono.ca.gov

MINUTE ORDER REQUESTED:

🔽 YES 🕅 NO

ATTACHMENTS:

Click to download

Staff Report

Attachment A DHCS PSA Agmt

Attachment B CDSS PSA Agmt

History

Time	Who	Approval
6/29/2022 12:29 PM	County Counsel	Yes
6/29/2022 1:00 PM	Finance	Yes
6/30/2022 8:24 PM	County Administrative Office	Yes



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

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

To: Board of Supervisors

From: Kathy Peterson

Date: July 5, 2022

Re: 6-Month Extension to CDSS and DHCS Privacy and Security Agreement

Recommended Action

Authorize Social Services Director to notify CDSS and DHCS by email that Mono County agrees to a six-month extension to the current Privacy and Security Agreement.

Background

The California Department of Health Care Services (DHCS) and Department of Social Services (CDSS) are currently drafting a new Medi-Cal Privacy and Security Agreement (PSA) for all Counties. That draft is currently going through County Welfare Directors Association review.

Given the need for adequate time to complete the review and negotiation process, DHCS and CDSS have elected to use the available 6-month extension authorized by the Section XVIII. (Termination) of the current PSA. This would extend the term of current PSA through March 1, 2023, to allow time for the remaining steps in the renewal process while minimizing impacts to County Departments and allowing ongoing data transmissions of PII.

In order to proceed with the PSA extension, DHCS and CDSS need each county to provide a written acknowledgement agreeing to the 6-month the extension by responding to an email sent by them to individual County Social Services Directors. This item requests Board authorization for the Social Services Director to send that response.

MEDI-CAL PRIVACY AND SECURITY AGREEMENT

BETWEEN

the California Department of Health Care Services and the

County of Mono

Department/Agency of Social Services

PREAMBLE

The Department of Health Care Services (DHCS) and the

County of Mono

Department/Agency of Social Services

(County Department) enter into this Medi-Cal Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (Medi-Cal PII).

DHCS receives federal funding to administer California's Medicaid Program (Medi-Cal). The County Department/Agency assists in the administration of Medi-Cal, in that DHCS and the County Department/Agency access DHCS eligibility information for the purpose of determining Medi-Cal eligibility.

This Agreement covers the

County of Mono

Department/Agency of Social Services

workers, who assist in the administration of Medi-Cal; and access, use, or disclose Medi-Cal PII.

DEFINITIONS

For the purpose of this Agreement, the following terms mean:

- 1. **"Assist in the administration of the Medi-Cal program"** means performing administrative functions on behalf of Medi-Cal, such as establishing eligibility, determining the amount of medical assistance, and collecting Medi-Cal PII for such purposes, to the extent such activities are authorized by law.
- 2. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized

purposes have access or potential access to Medi-Cal PII, whether electronic, paper, verbal, or recorded.

- 3. "County Worker" means those county employees, contractors, subcontractors, vendors and agents performing any functions for the County that require access to and/or use of Medi-Cal PII and that are authorized by the County to access and use Medi-Cal PII.
- 4. "Medi-Cal PII" is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal that can be used alone, or in conjunction with any other information, to identify a specific individual. Medi-Cal PII includes any information that can be used to search for or identify individuals, or can be used to access their files, including but not limited to name, social security number (SSN), date and place of birth (DOB), mother's maiden name, driver's license number, or identification number. Medi-Cal PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. Medi-Cal PII may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.
- 5. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Medi-Cal PII, or interference with system operations in an information system which processes Medi-Cal PII that is under the control of the County or County's Statewide Automated Welfare System (SAWS) Consortium, or a contractor, subcontractor or vendor of the County.
- 6. "Secure Areas" means any area where:
 - A. County Workers assist in the administration of Medi-Cal;
 - B. County Workers use or disclose Medi-Cal PII; or
 - C. Medi-Cal PII is stored in paper or electronic format.
- 7. "SSA-provided or verified data (SSA data)" means:
 - A. Any information under the control of the Social Security Administration (SSA) provided to DHCS under the terms of an information exchange agreement with SSA (e.g., SSA provided date of death, SSA Title II or Title XVI benefit and eligibility data, or SSA citizenship verification); or
 - B. Any information provided to DHCS, including a source other than SSA, but in which DHCS attests that SSA verified it, or couples the information with data from SSA to certify the accuracy of it (e.g. SSN and associated SSA verification indicator displayed together on a screen, file, or report, or DOB and associated SSA verification indicator displayed together on a screen, file, or report).

For a more detailed definition of "SSA data", please refer to Section 7 of the "Electronic Information Exchange Security Requirements and Procedures for State

and Local Agencies Exchanging Electronic Information with SSA" document, an attachment of Exhibit A.

AGREEMENTS

DHCS and County Department/Agency mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

- A. County Department/Agency County Workers may use or disclose Medi-Cal PII only as permitted in this Agreement and only to assist in the administration of Medi-Cal in accordance with Section 14100.2 of the Welfare and Institutions Code, Section 431.300 et. Seq. of Title 42 Code of Federal Regulations, and as otherwise required by law. Disclosures required by law or that are made with the explicit written authorization of a Medi-Cal client are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.
- B. Pursuant to this Agreement, County Workers may only use Medi-Cal PII to assist in the administration of the Medi-Cal program.
- C. Access to Medi-Cal PII shall be restricted to County Workers who need to perform their official duties to assist in the administration of Medi-Cal.
- D. County Workers who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. PERSONNEL CONTROLS

The County Department/Agency agrees to advise County Workers who have access to Medi-Cal PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department/Agency shall implement the following personnel controls:

- A. *Employee Training*. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, including, but not limited to:
 - 1. Provide initial privacy and security awareness training to each new County Worker within 30 days of employment;

- 2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers. Three or more security reminders per year are recommended;
- 3. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed and;
- 4. Retain training records for a period of three years after completion of the training.

B. Employee Discipline.

- 1. Provide documented sanction policies and procedures for County Workers who fail to comply with privacy policies and procedures or any provisions of these requirements.
- 2. Sanction policies and procedures shall include termination of employment when appropriate.
- C. **Confidentiality Statement**. Ensure that all County Workers sign a confidentiality statement. The statement shall be signed by County Workers prior to accessing Medi-Cal PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of three years, or five years if the signed statement is being used to comply with Section 5.10 of the SSA's "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA" document, an attachment of Exhibit A.

The statement shall include, at a minimum, a description of the following:

- 1. General Use of Medi-Cal PII;
- 2. Security and Privacy Safeguards for Medi-Cal PII;
- 3. Unacceptable Use of Medi-Cal PII; and
- 4. Enforcement Policies.

D. Background Screening.

- 1. Conduct a background screening of a County Worker before they may access Medi-Cal PII.
- 2. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.

3. The County Department/Agency shall retain each County Worker's background screening documentation for a period of three years following conclusion of employment relationship.

III. MANAGEMENT OVERSIGHT AND MONITORING

To ensure compliance with the privacy and security safeguards in this Agreement the county shall perform the following:

- A. Conduct periodic privacy and security review of work activity by County Workers, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of Medi-Cal PII.
- B. The periodic privacy and security reviews shall be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of the Medi-Cal program, and the use or disclosure of Medi-Cal PII.

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The County Department/Agency agrees to:

- A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.
- B. Provide the DHCS with applicable contact information for these designated individuals using the County PSA inbox listed in Section XI of this Agreement. Any changes to this information should be reported to DHCS within ten days.
- C. Assign County Workers to be responsible for administration and monitoring of all security related controls stated in this Agreement.

V. PHYSICAL SECURITY

The County Department/Agency shall ensure Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The County Department/Agency agrees to safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

A. Secure all areas of the County Department/Agency facilities where County Workers assist in the administration of Medi-Cal and use, disclose, or store Medi-Cal PII.

- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
 - 1. Properly coded key cards
 - 2. Authorized door keys
 - 3. Official identification
- C. Issue identification badges to County Workers.
- D. Require County Workers to wear these badges where Medi-Cal PII is used, disclosed, or stored.
- E. Ensure each physical location, where Medi-Cal PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the County Department/Agency facilities and leased facilities where 500 or more individually identifiable records of Medi-Cal PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of Medi-Cal PII have perimeter security and physical access controls that limit access to only authorized County Workers. Visitors to the data center area shall be escorted at all times by authorized County Workers.
- H. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County Department/Agency and non-County Department/Agency functions in one building in work areas that are not securely segregated from each other. It is recommended that all Medi-Cal PII be locked up when unattended at any time, not just within multi-use facilities.
- I. The County Department/Agency shall have policies based on applicable factors that include, at a minimum, a description of the circumstances under which the County Workers can transport Medi-Cal PII, as well as the physical security requirements during transport. A County Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles shall include provisions in its policies to provide that the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit Medi-Cal PII be left unattended in a vehicle overnight or for other extended periods of time.

J. The County Department/Agency shall have policies that indicate County Workers are not to leave records with Medi-Cal PII unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.

VI. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process Medi-Cal PII, shall be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution shall be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted Medi-Cal PII shall have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- C. *Minimum Necessary*. Only the minimum necessary amount of Medi-Cal PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. Mobile Device and Removable Media. All electronic files, which contain Medi-Cal PII, shall be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption shall be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software**. All workstations, laptops and other systems, which process and/or store Medi-Cal PII, shall install and actively use an anti-virus software solution. Anti-virus software should have automatic updates for definitions scheduled at least daily.

F. Patch Management.

1. All workstations, laptops and other systems, which process and/or store Medi-Cal PII, shall have critical security patches applied, with system reboot if necessary.

- 2. There shall be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
- 3. At a maximum, all applicable patches deemed as critical shall be installed within 30 days of vendor release. It is recommended that critical patches which are high risk be installed within 7 days.
- 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, shall have compensatory controls implemented to minimize risk.

G. User IDs and Password Controls.

- 1. All users shall be issued a unique user name for accessing Medi-Cal PII.
- 2. Usernames shall be promptly disabled, deleted, or the password changed within, at most, 24 hours of the transfer or termination of an employee.
- 3. Passwords are not to be shared.
- 4. Passwords shall be at least eight characters.
- 5. Passwords shall be a non-dictionary word.
- 6. Passwords shall not be stored in readable format on the computer or server.
- Passwords shall be changed every 90 days or less. It is recommended that passwords be required to be changed every 60 days or less. Non-expiring passwords are permitted when in full compliance with NIST SP 800-63B Authenticator Assurance Level (AAL) 2.
- 8. Passwords shall be changed if revealed or compromised.
- 9. Passwords shall be composed of characters from at least three of the four groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters
- H. **User Access**. In conjunction with DHCS, management should exercise control and oversight, of the function of authorizing individual user access to

SSA data via Medi-Cal Eligibility Data System (MEDS), and over the process of issuing and maintaining access control numbers, IDs, and passwords.

- I. **Data Destruction**. When no longer needed, all Medi-Cal PII shall be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Medi-Cal PII cannot be retrieved.
- J. **System Timeout**. The systems providing access to Medi-Cal PII shall provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- K. *Warning Banners*. The systems providing access to Medi-Cal PII shall display a warning banner stating, at a minimum:
 - 1. Data is confidential;
 - 2. Systems are logged;
 - 3. System use is for business purposes only, by authorized users; and
 - 4. Users shall log off the system immediately if they do not agree with these requirements.

L. System Logging.

- 1. The systems that provide access to Medi-Cal PII shall maintain an automated audit trail that can identify the user or system process which initiates a request for Medi-Cal PII, or alters Medi-Cal PII.
- 2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users of the audit trail.
- 3. If Medi-Cal PII is stored in a database, database logging functionality shall be enabled.
- 4. Audit trail data shall be archived for at least three years from the occurrence.
- M. Access Controls. The system providing access to Medi-Cal PII shall use role based access controls for all user authentications, enforcing the principle of least privilege.

N. Transmission Encryption.

- 1. All data transmissions of Medi-Cal PII outside of a secure internal network shall be encrypted using a FIPS 140-2 certified algorithm that is 128 bit or higher, such as AES or TLS. It is encouraged, when available and when feasible, that 256 bit encryption be used.
- 2. Encryption can be end to end at the network level, or the data files containing Medi-Cal PII can be encrypted.
- 3. This requirement pertains to any type of Medi-Cal PII in motion such as website access, file transfer, and email.
- O. *Intrusion Prevention*. All systems involved in accessing, storing, transporting, and protecting Medi-Cal PII, which are accessible through the Internet, shall be protected by an intrusion detection and prevention solution.

VII. AUDIT CONTROLS

- A. System Security Review.
 - 1. The County Department/Agency shall ensure audit control mechanisms are in place.
 - 2. All systems processing and/or storing Medi-Cal PII shall have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
 - 3. Reviews should include vulnerability scanning tools.
- B. Log Reviews. All systems processing and/or storing Medi-Cal PII shall have a process or automated procedure in place to review system logs for unauthorized access.
- C. **Change Control**. All systems processing and/or storing Medi-Cal PII shall have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- D. Anomalies. When the County Department/Agency or DHCS suspects MEDS usage anomalies, the County Department/Agency shall work with DHCS to investigate the anomalies and report conclusions of such investigations and remediation to DHCS.

VIII. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. *Emergency Mode Operation Plan*. The County Department/Agency shall establish a documented plan to enable continuation of critical business processes and protection of the security of Medi-Cal PII kept in an electronic format 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. It is recommended that counties conduct periodic disaster recovery testing, including connectivity exercises conducted with DHCS, if requested.
- B. **Data Centers**. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of Medi-Cal PII, shall include environmental protection such as cooling; power; and fire prevention, detection, and suppression; and appropriate protection from other threats, including but not limited to flood, earthquake, and terrorism.

C. Data Backup Plan.

- The County Department/Agency shall have established documented procedures to backup Medi-Cal PII to maintain retrievable exact copies of Medi-Cal PII.
- 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
- The procedures shall include storing backups containing Medi-Cal PII offsite.
- 4. The procedures shall ensure an inventory of backup media. It is recommended that the County Department/Agency periodically test the data recovery process.

IX. PAPER DOCUMENT CONTROLS

- A. **Supervision of Data**. Medi-Cal PII 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 may be observed by an individual not authorized to access the information.
- B. Data in Vehicles. The County Department/Agency shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers can transport Medi-Cal PII, as well as the physical security requirements during transport. A County

Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles, it shall include provisions in its policies to provide that the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit Medi-Cal PII to be left unattended in a vehicle overnight or for other extended periods of time.

- C. *Public Modes of Transportation*. Medi-Cal PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.
- D. *Escorting Visitors*. Visitors to areas where Medi-Cal PII is contained shall be escorted, and Medi-Cal PII shall be kept out of sight while visitors are in the area.
- E. **Confidential Destruction**. Medi-Cal PII shall be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. *Removal of Data*. Medi-Cal PII shall not be removed from the premises of County Department/Agency except for justifiable business purposes.
- G. Faxing.
 - 1. Faxes containing Medi-Cal PII shall not be left unattended and fax machines shall be in secure areas.
 - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
 - 3. Fax numbers shall be verified with the intended recipient before sending the fax.
- H. Mailing.
 - 1. Mailings containing Medi-Cal PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
 - 2. Mailings that include 500 or more individually identifiable records containing Medi-Cal PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.

X. <u>NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY</u> INCIDENTS

During the term of this Agreement, the County Department/Agency agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

A. Initial Notice to DHCS:

The County Department/Agency shall notify DHCS, by email, or alternatively, by telephone if email is unavailable, of any suspected security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII or potential loss of Medi-Cal PII. When making notification, the following applies:

- If a suspected security incident involves Medi-Cal PII provided or verified by SSA, the County Department/Agency shall immediately notify DHCS upon discovery. For more information on SSA data, please see the Definition section of this Agreement.
- If a suspected security incident does <u>not</u> involve Medi-Cal PII <u>provided or</u> <u>verified by SSA</u>, the County Department/Agency shall notify DHCS within one working day of discovery.

If it is unclear if the security incident involves SSA data, the County Department/Agency shall immediately report the incident upon discovery.

A County Department/Agency shall notify DHCS of all personal information, as defined by California Civil Code Section 1798.3(a), that may have been accessed, used, or disclosed in any suspected security incident or breach, including but not limited to case numbers.

Notice shall be made using the DHCS Privacy Incident Report (PIR) form, including all information known at the time. The County Department/Agency shall use the most current version of this form, which is available on the DHCS Privacy Office website at:

<u>http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx.</u> All PIRs and supporting documentation are to be submitted to DHCS via email using the "DHCS Breach and Security Incidents Reporting" contact information found below in Subsection F.

A breach shall be treated as discovered by the County Department/Agency as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County Department.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, the County Department/Agency shall take:

- 1. Prompt action to mitigate any risks or damages involved with the occurrence and to protect the operating environment; and
- 2. Any action pertaining to such occurrence required by applicable Federal and State laws and regulations.
- B. Investigation and Investigative Report. The County Department/Agency shall immediately investigate breaches and security incidents involving Medi-Cal PII. If the initial PIR was submitted incomplete and if new or updated information is available, submit an updated PIR to DHCS within 72 hours of the discovery. The updated PIR shall include any other applicable information related to the breach or security incident known at that time.
- C. Complete Report. If all of the required information was not included in either the initial report or the investigation PIR submission, then a separate complete report shall be submitted within ten working days of the discovery. The Complete Report of the investigation shall include an assessment of all known factors relevant to the determination of whether a breach occurred under applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the Information Protection Act, or other applicable law. The report shall also include a CAP that shall include, at minimum, detailed information regarding the mitigation measures taken to halt and/or contain the improper use or disclosure.

If DHCS requests additional information related to the incident, the County Department/Agency shall make reasonable efforts to provide DHCS with such information. If necessary, the County Department/Agency shall submit an updated PIR with revisions and/or additional information after the Completed Report has been provided. DHCS will review and determine whether a breach occurred and whether individual notification is required. DHCS will maintain the final decision making over a breach determination

- D. Notification of Individuals. When applicable state or federal law requires notification to individuals of a breach or unauthorized disclosure of their Medi-Cal PII, the County Department/Agency shall give the notice, subject to the following provisions:
 - If the cause of the breach is attributable to the County Department/Agency or its subcontractors, agents or vendors, the County Department/Agency shall pay any costs of such notifications, as well as any and all costs associated with the breach. If the cause of the breach is attributable to DHCS, DHCS shall pay any costs associated with such notifications, as well as any costs associated with the breach.

If there is any question as to whether DHCS or the County Department/Agency is responsible for the breach, DHCS and the County Department/Agency shall jointly determine responsibility for purposes of allocating the costs;

- All notifications (regardless of breach status) regarding beneficiaries' Medi-Cal PII shall comply with the requirements set forth in Section 1798.29 of the California Civil Code and Section 17932 of Title 42 of United States Code, inclusive of its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than **60 calendar days** from discovery;
- The DHCS Privacy Office shall approve the time, manner and content of any such notifications and their review and approval shall be obtained before notifications are made. If notifications are distributed without DHCS review and approval, secondary follow-up notifications may be required; and
- 4. DHCS may elect to assume responsibility for such notification from the County Department/Agency.
- E. Responsibility for Reporting of Breaches when Required by State or Federal Law. If the cause of a breach of Medi-Cal PII is attributable to the County Department/Agency or its agents, subcontractors or vendors, the County Department/Agency is responsible for all required reporting of the breach. If the cause of the breach is attributable to DHCS, DHCS is responsible for all required reporting of the breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS and the County Department/Agency shall coordinate to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.
- F. DHCS Contact Information. The County Department/Agency shall utilize the below contact information to direct all notifications of breach and security incidents to DHCS. DHCS reserves the right to make changes to the contact information by giving written notice to the County Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated.

DHCS Breach and Security Incident Reporting

Department of Health Care Services Office of HIPAA Compliance 1501 Capitol Avenue, MS 4721 P.O. Box 997413 Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov Telephone: (866) 866-0602 The preferred method of communication is email, when available. Do not include any Medi-Cal PII unless requested by DHCS.

XI. DHCS PSA CONTACTS

The County Department/Agency shall utilize the below contact information for any PSA-related inquiries or questions. DHCS reserves the right to make changes to the contact information by giving written notice to the County Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated. *Please use the contact information listed in Section X of this Agreement for any Medi-Cal Pll incident or breach reporting.*

PSA Inquires and Questions

Department of Health Care Services Medi-Cal Eligibility Division 1501 Capitol Avenue, MS 4607 P.O. Box 997417 Sacramento, CA 95899-7417

Email: countypsa@dhcs.ca.gov

XII. COMPLIANCE WITH SSA AGREEMENT

The County Department/Agency agrees to comply with applicable privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement (CMPPA) between SSA and the California Health and Human Services Agency (CHHS), in the Information Exchange Agreement (IEA) between SSA and DHCS, and in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR), which are hereby incorporated into this Agreement (Exhibit A) and available upon request.

If there is any conflict between a privacy and security standard in the CMPPA, IEA or TSSR, and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If SSA changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to County Welfare Directors Association (CWDA) as well as the proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, DHCS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, DHCS will supply copies of the changed agreement to the CWDA and the County Departments/Agency, along with the compliance date expected by SSA. If the County Department/Agency is not able to meet the SSA compliance date, it shall submit a CAP to DHCS for review and approval at least thirty (30) days prior to the SSA compliance date. Any potential County Department/Agency resource issues may be discussed with DHCS through a collaborative process in developing their CAP.

A copy of Exhibit A can be requested by authorized County Department/Agency individuals from DHCS using the contact information listed in Section XI of this Agreement.

XIII. <u>COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY</u> <u>AGREEMENT</u>

The County Department/Agency agrees to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and DHCS, which is hereby incorporated into this Agreement (Exhibit B) and available upon request. If there is any conflict between a privacy and security standard in the CMA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If DHS-USCIS changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to CWDA as well as the DHCS proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the 30-day period, DHCS will submit the proposed target date to DHS-USCIS, which will be subject to adjustment by DHS-USCIS. Once a target date for compliance is determined by DHS-USCIS, DHCS will supply copies of the changed agreement to the CWDA and the County Department/Agency, along with the compliance date expected by DHS-USCIS. If the County Department/Agency is not able to meet the DHS-USCIS compliance date, it shall submit a CAP to DHCS for review and approval at least thirty (30) days prior to the DHS-USCIS compliance date. Any potential County Department/Agency resource issues may be discussed with DHCS through a collaborative process in developing their CAP.

A copy of Exhibit B can be requested by authorized County Department/Agency individuals from DHCS using the contact information listed in Section XI of this Agreement.

XIV. <u>COUNTY DEPARTMENT'S/AGENCY'S AGENTS, SUBCONTRACTORS, AND</u> <u>VENDORS</u>

The County Department/Agency agrees to enter into written agreements with all agents, subcontractors and vendors that have access to County Department/Agency Medi-Cal PII. These agreements will impose, at a minimum, the same restrictions and conditions that apply to the County Department/Agency with respect to Medi-Cal PII upon such agents, subcontractors, and vendors. These shall include, (1) restrictions on disclosure of Medi-Cal PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect Medi-Cal PII, and, where relevant, (3) the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII be reported to the County Department/Agency. If the agents, subcontractors, and vendors of County Department/Agency access data provided to DHCS and/or CDSS by SSA or DHS-USCIS, the County Department/Agency shall also incorporate the Agreement's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors. If the County Department/Agency executed the HIPAA Amendment with DHCS, the HIPAA Amendment and Exhibit C will need to be incorporated when applicable. County Departments/Agencies who would like assistance or guidance with this requirement are encouraged to contact DHCS via the PSA inbox at CountyPSA@dhcs.ca.gov.

XV. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions and Exhibits, the County Department/Agency agrees to assist DHCS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the County Department/Agency, with reasonable notice from DHCS. Such reviews shall be scheduled at times that take into account the operational and staffing demands. The County Department/Agency agrees to promptly remedy all violations of any provision of this Agreement and certify the same to the DHCS

Privacy Office and DHCS Information Security Office in writing, or to enter into a written CAP with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

XVI. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department/Agency of the privacy or security of Medi-Cal PII or of federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department/Agency shall make all reasonable effort to make itself and County Workers assisting in the administration of Medi-Cal and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to the County Department/Agency at no cost to the County Department/Agency to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department/Agency based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII or of state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

XVII. AMENDMENT OF AGREEMENT

DHCS and the County Department/Agency acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. Upon request by DHCS, the County Department/Agency agrees to promptly enter into negotiations with DHCS concerning an amendment to this Agreement as may be needed by developments in federal and state laws and regulations. In addition to any other lawful remedy, DHCS may terminate this Agreement upon 30 days written notice if the County Department/Agency does not promptly agree to enter into negotiations to amend this Agreement when requested to do so, or does not enter into an amendment that DHCS deems necessary.

XVIII. TERMINATION

- A. This Agreement shall terminate on September 1, 2022, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement; through an executed written amendment. County Department/Agency requests for an extension shall be justified and approved by DHCS and limited to no more than a six (6) month extension.
- B. Survival: All provisions of this Agreement that provide restrictions on disclosures of Medi-Cal PII and that provide administrative, technical, and physical safeguards for the Medi-Cal PII in the County Department/Agency's

possession shall continue in effect beyond the termination or expiration of this Agreement, and shall continue until the Medi-Cal PII is destroyed or returned to DHCS.

XIX. TERMINATION FOR CAUSE

Upon DHCS' knowledge of a material breach or violation of this Agreement by the County Department/Agency, DHCS may provide an opportunity for the County Department/Agency to cure the breach or end the violation and may terminate this Agreement if the County Department/Agency does not cure the breach or end the violation within the time specified by DHCS. This Agreement may be terminated immediately by DHCS if the County Department/Agency has breached a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, the County Department/Agency shall return or destroy all Medi-Cal PII in accordance with Section VII, above. The provisions of this Agreement governing the privacy and security of the Medi-Cal PII shall remain in effect until all Medi-Cal PII is returned or destroyed and DHCS receives a certificate of destruction.

XX. SIGNATORIES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. The contract is effective on September 1, 2019.

For the County of Mono

Department/Agency of Social Services

(Signature)

Kathryn Peterson

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Director of Social Services (Title)

(Name)

For the Department of Health Care Services,

(Signature)

8/28/19

(Date)

Jennifer Kent

(Name)

Director

(Title)

EXHIBIT A

Exhibit A consists of the current versions of the following documents, copies of which can be requested by the County Department/Agency information security and privacy staff from DHCS by using the contact information listed in Section XI of this Agreement.

- Computer Matching and Privacy Protection Act Agreement between the SSA and California Health and Human Services Agency
- Information Exchange Agreement between SSA and DHCS
- Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)

EXHIBIT B

Exhibit B consists of the current version of the following document, a copy of which can be requested by the County Department/Agency information security and privacy staff from DHCS by using the contact information listed in Section XI of this Agreement.

 Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and California Department of Health Care Services (DHCS)

2019 PRIVACY AND SECURITY AGREEMENT

BETWEEN

the California Department of Social Services and the

County of Mono

Department/Agency of Social Services

PREAMBLE

The California Department of Social Services (CDSS) and the

County of Mono

Department/Agency of Social Services

enter into this Data Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Social Security Administration (SSA), Medi-Cal Eligibility Data System (MEDS) and Applicant Income and Eligibility Verification System (IEVS) Personally Identifiable Information (PII), covered by this Agreement and referred to hereinafter as PII, that the counties access through CDSS and the Department of Health Care Services (DHCS). This Agreement covers the following programs:

- CalFresh;
- California Food Assistance Program (CFAP);
- California Work Opportunity and Responsibility to Kids Program (CalWORKs);
- Cash Assistance Program for Immigrants (CAPI);
- Entrant Cash Assistance (ECA)/Refugee Cash Assistance (RCA);
- Foster Care (FC) (eligibility);
- Kinship Guardianship Assistance Program (Kin-GAP) (eligibility);
- Federal Guardianship Assistance Program (Fed-GAP) (eligibility);
- General Assistance/General Relief (GA/GR); and
- Trafficking and Crime Victims Assistance Program (TCVAP).

The CDSS has an Inter-Agency Agreement (IAA) with DHCS that allows CDSS and local county agencies to access SSA and MEDS data in order to Assist in the Administration of the Program for the programs listed above. The IAA requires that CDSS may only share SSA and MEDS data if its contract with the entity with whom it intends to share the data reflects the entity's obligations under the IAA.

The County Department/Agency utilizes SSA and MEDS data in conjunction with other system data in order to Assist in the Administration of the Program for the programs listed above.

This Agreement covers the

County of Mono

Department/Agency of Social Services

and its staff (County Workers), who access, use, or disclose PII covered by this Agreement, to assist in the administration of programs.

DEFINITIONS

For the purpose of this Agreement, the following terms mean:

- 1. "Assist in the Administration of the Program" means performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes, to the extent such activities are authorized by law.
- 2. "Breach" refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.
- 3. "County Worker" means those county employees, contractors, subcontractors, vendors and agents performing any functions for the county that require access to and/or use of PII and that are authorized by the county to access and use PII.
- 4. "PII" is personally identifiable information directly obtained in the course of performing an administrative function through the MEDS or IEVS systems on behalf of the programs, which can be used alone, or in conjunction with any other reasonably available information to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, including, but not limited to name, social security number (SSN), date and place of birth (DOB), mother's maiden name, driver's license number, or identification number. PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. PII may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.

- 5. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the county or county's Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the county, on behalf of the county.
- 6. "Secure Areas" means any area where:
 - a. County Workers assist in the administration of their program;
 - b. County Workers use or disclose PII; or
 - c. PII is stored in paper or electronic format.
- 7. "SSA-provided or verified data (SSA data)" means:
 - a. Any information under the control of the Social Security Administration (SSA) provided to CDSS under the terms of an information exchange agreement with SSA (e.g., SSA provided date of death, SSA Title II or Title XVI benefit and eligibility data, or SSA citizenship verification); or;
 - b. Any information provided to CDSS, including a source other than SSA, but in which CDSS attests that SSA verified it, or couples the information with data from SSA to certify the accuracy of it (e.g. SSN and associated SSA verification indicator displayed together on a screen, file, or report, or DOB and associated SSA verification indicator displayed together on a screen, file, or report).

For a more detailed definition of "SSA data", please refer to Section 7 of the "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA" document, an attachment of Exhibit A.

AGREEMENTS

CDSS and County Department/Agency mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

- A. County Workers may use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50 et seq. and Welfare and Institutions Code section 10850 or as authorized or required by law. Disclosures required by law or that are made with the explicit written authorization of the client are allowable. Any other use or disclosure of PII requires the express approval in writing of CDSS. No County Worker shall duplicate, disseminate or disclose PII except as allowed in this Agreement.
- B. Pursuant to this Agreement, County Workers may only use PII to assist in administering their respective programs.
- C. Access to PII shall be restricted to County Workers who need to perform their official duties to assist in the administration of their respective programs.
- D. County Workers who access, disclose or use Pll in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. PERSONNEL CONTROLS

The County Department/Agency agrees to advise County Workers who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for noncompliance contained in applicable federal and state laws. For that purpose, the County Department/Agency shall implement the following personnel controls:

- A. *Employee Training*. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, including, but not limited to:
 - 1. Provide initial privacy and security awareness training to each new County Worker within thirty (30) days of employment;
 - Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers. Three (3) or more security reminders per year are recommended;

- Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed; and
- 4. Retain training records for a period of three (3) years after completion of the training.

B. Employee Discipline.

- 1. Provide documented sanction policies and procedures for County Workers who fail to comply with privacy policies and procedures or any provisions of these requirements.
- 2. Sanction policies and procedures shall include termination of employment when appropriate.
- C. Confidentiality Statement. Ensure that all County Workers sign a confidentiality statement. The statement shall be signed by County Workers prior to accessing PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of three (3) years, or five (5) years if the signed statement is being used to comply with Section 5.10 of the SSA's "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA" document, an attachment of Exhibit A.

The statement shall include, at a minimum, a description of the following:

- 1. General Use of the PII;
- 2. Security and Privacy Safeguards for the PII;
- 3. Unacceptable Use of the PII; and
- 4. Enforcement Policies.

D. Background Screening.

- 1. Conduct a background screening of a County Worker before they may access PII.
- 2. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.

3. The County Department/Agency shall retain each County Worker's background screening documentation for a period of three (3) years following conclusion of employment relationship.

III. MANAGEMENT OVERSIGHT AND MONITORING

To ensure compliance with the privacy and security safeguards in this Agreement the County Department/Agency shall perform the following:

- A. Conduct periodic privacy and security reviews of work activity by County Workers, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of PII.
- B. The periodic privacy and security reviews shall be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of their program, and the use or disclosure of PII.

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The County Department/Agency agrees to:

- A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.
- B. Provide CDSS with applicable contact information for these designated individuals by emailing CDSS at cdsspsa@dss.ca.gov. Any changes to this information should be reported to CDSS within ten (10) days.
- C. Assign County Workers to be responsible for administration and monitoring of all security related controls stated in this Agreement.

V. PHYSICAL SECURITY

The County Department/Agency shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The County Department/Agency agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the County Department/Agency facilities where County Workers assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:

- 1. Properly coded key cards
- 2. Authorized door keys
- 3. Official identification
- C. Issue identification badges to County Workers.
- D. Require County Workers to wear these badges where PII is used, disclosed, or stored.
- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the County Department/Agency facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized County Workers. Visitors to the data center area shall be escorted at all times by authorized County Workers.
- H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County Department/Agency and non-County Department/Agency functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- I. The County Department/Agency shall have policies based on applicable factors that include, at a minimum, a description of the circumstances under which the County Workers can transport PII, as well as the physical security requirements during transport. A County Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles shall include provisions in its policies to ensure that the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

- J. The County Department/Agency shall have policies that indicate County Workers are not to leave records with PII unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.
- K. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

VI. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, shall be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution shall be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII shall have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- C. *Minimum Necessary*. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. Mobile Device and Removable Media. All electronic files, which contain PII, shall be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption shall be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software**. All workstations, laptops and other systems, which process and/or store PII, shall install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. Patch Management.
 - 1. All workstations, laptops and other systems, which process and/or store PII, shall have critical security patches applied, with system reboot if necessary.

- 2. There shall be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
- 3. At a maximum, all applicable patches deemed as critical shall be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
- 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, shall have compensatory controls implemented to minimize risk.

G. User IDs and Password Controls.

- 1. All users shall be issued a unique user name for accessing PII.
- 2. Username shall be promptly disabled, deleted, or the password changed within, at most, twenty-four (24) hours of the transfer or termination of an employee. Note: Twenty-four (24) hours is defined as one (1) working day.
- 3. Passwords are not to be shared.
- 4. Passwords shall be at least eight (8) characters.
- 5. Passwords shall be a non-dictionary word.
- 6. Passwords shall not be stored in readable format on the computer or server.
- Passwords shall be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less. Non-expiring passwords are permitted when in full compliance with NIST SP 800-63B Authenticator Assurance Level (AAL) 2.
- 8. Passwords shall be changed if revealed or compromised.

- 9. Passwords shall be composed of characters from at least three (3) of the four (4) of the following groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!,@,#, etc.)
- H. User Access. In conjunction with CDSS and DHCS, County Department/Agency management should exercise control and oversight over the authorization of individual user access to SSA data via, MEDS, IEVS, and over the process of issuing and maintaining access control numbers, IDs, and passwords.
- I. **Data Destruction**. When no longer needed, all PII shall be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- J. **System Timeout**. The systems providing access to PII shall provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- K. *Warning Banners*. The systems providing access to PII shall display a warning banner stating, at a minimum:
 - 1. Data is confidential;
 - 2. Systems are logged;
 - 3. System use is for business purposes only, by authorized users; and
 - 4. Users shall log off the system immediately if they do not agree with these requirements.
- L. System Logging.
 - 1. The systems that provide access to PII shall maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.

- 2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users of the audit trail.
- 3. If PII is stored in a database, database logging functionality shall be enabled.
- 4. Audit trail data shall be archived for at least three (3) years from the occurrence.
- M. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.

N. Transmission Encryption.

- All data transmissions of PII outside of a secure internal network shall be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256-bit encryption be used.
- 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
- 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- O. *Intrusion Prevention*. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, shall be protected by an intrusion detection and prevention solution.

VII. <u>AUDIT CONTROLS</u>

A. System Security Review.

1. The County Department/Agency shall ensure audit control mechanisms are in place.

- All systems processing and/or storing PII shall have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
- 3. Reviews should include vulnerability scanning tools.
- B. Log Reviews. All systems processing and/or storing PII shall have a process or automated procedure in place to review system logs for unauthorized access.
- C. **Change Control**. All systems processing and/or storing PII shall have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- D. **Anomalies**. When the County Department/Agency or DHCS suspects MEDS usage anomalies, the County Department/Agency will work with DHCS to investigate the anomalies and report conclusions of such investigations and remediation to CDSS.

VIII. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. *Emergency Mode Operation Plan*. The County Department/Agency shall establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format 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 twenty-four (24) hours. It is recommended that County Department/Agency conduct periodic disaster recovery testing, including connectivity exercises conducted with DHCS and CDSS, if requested.
- B. **Data Centers**. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, shall include environmental protection such as cooling, power, and fire prevention, detection, and suppression; and appropriate protection from other threats, including but not limited to flood, earthquake, and terrorism.
- C. Data Backup and Recovery Plan.
 - 1. The County Department/Agency shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
 - 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.

- 3. The procedures shall include storing backups containing PII offsite.
- 4. The procedures shall ensure an inventory of backup media.
- 5. The County Department/Agency shall have established documented procedures to recover PII data.
- 6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.
- 7. It is recommended that the County Department/Agency periodically test the data recovery process.

IX. PAPER DOCUMENT CONTROLS

- A. Supervision of Data. The PII 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 may be observed by an individual not authorized to access the information.
- B. Data in Vehicles. The County Department/Agency shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers can transport PII, as well as the physical security requirements during transport. A County Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles, it shall include provisions in its policies to provide that the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit PII to be left unattended in a vehicle overnight or for other extended periods of time.
- C. *Public Modes of Transportation*. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.
- D. *Escorting Visitors*. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. **Confidential Destruction**. PII shall be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. *Removal of Data*. The PII shall not be removed from the premises of County Department/Agency except for identified routine business purposes or with express written permission of CDSS.

G. Faxing.

- 1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
- 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
- 3. Fax numbers shall be verified with the intended recipient before sending the fax.
- H. Mailing.
 - 1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
 - 2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the County Department/Agency obtains prior written permission from CDSS to use another method.

X. <u>NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY</u> INCIDENTS

During the term of this Agreement, the County Department/Agency agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

A. Initial Notice to DHCS:

The County Department/Agency will provide initial notice to DHCS by email, or alternatively, by telephone if email is unavailable, of any suspected security incident, intrusion, or unauthorized access, use, or disclosure of PII or potential loss of PII with a copy to CDSS. The DHCS is acting on behalf of CDSS for purposes of receiving reports of privacy and information security incidents and breaches. The County Department/Agency agrees to perform the following incident reporting to DHCS:

 If a suspected security incident involves PII provided or verified by SSA, the County Department/Agency shall immediately notify DHCS upon discovery. For more information on SSA data, please see the Definition section of this Agreement. If a suspected security incident does not involve PII provided or verified by SSA, the County Department/Agency shall notify DHCS within one (1) working day of discovery.

If it is unclear if the security incident involves SSA data, the County Department/Agency shall immediately report the incident upon discovery.

A County Department/Agency shall notify DHCS of all personal information, as defined by California Civil Code Section 1798.3(a), that may have been accessed, used, or disclosed in any suspected security incident or breach, including but not limited to case numbers.

Notice shall be made using the DHCS Privacy Incident Report (PIR) form, including all information known at the time. The County Department/Agency shall use the most current version of this form, which is available on the DHCS Privacy Office website at:

http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx. All PIRs and supporting documentation are to be submitted to DHCS via email using the "DHCS Breach and Security Incidents Reporting" contact information found below in Subsection F.

A breach shall be treated as discovered by the County Department/Agency as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County Department/Agency.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII, the County Department/Agency shall take:

- 1. Prompt action to mitigate any risks or damages involved with the occurrence and to protect the operating environment; and
- 2. Any action pertaining to such occurrence required by applicable Federal and State laws and regulations.
- B. Investigation and Investigative Report. The County Department/Agency shall immediately investigate breaches and security incidents involving PII. If the initial PIR was submitted incomplete and if new or updated information is available, submit an updated PIR to DHCS within seventy-two (72) hours of the discovery. The updated PIR shall include any other applicable information related to the breach or security incident known at that time.

C. **Complete** Report. If all of the required information was not included in either the initial report or the investigation PIR submission, then a separate complete report shall be submitted within ten working days of the discovery. The Complete Report of the investigation shall include an assessment of all known factors relevant to the determination of whether a breach occurred under applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the Information Protection Act, or other applicable law. The report shall also include a Corrective Action Plan (CAP) that shall include, at minimum, detailed information regarding the mitigation measures taken to halt and/or contain the improper use or disclosure.

If DHCS requests additional information related to the incident, the County Department/Agency shall make reasonable efforts to provide DHCS with such information. If necessary, the County Department/Agency shall submit an updated PIR with revisions and/or additional information after the Completed Report has been provided. DHCS will review and determine whether a breach occurred and whether individual notification is required. DHCS will maintain the final decision making over a breach determination.

- D. **Notification of Individuals**. When applicable state or federal law requires notification to individuals of a breach or unauthorized disclosure of their PII, the County Department/Agency shall give the notice, subject to the following provisions:
 - If the cause of the breach is attributable to the County Department/Agency or its subcontractors, agents or vendors, the County Department/Agency shall pay any costs of such notifications, as well as any and all costs associated with the breach. If the cause of the breach is attributable to CDSS, CDSS shall pay any costs associated with such notifications, as well as any costs associated with the breach. If there is any question as to whether CDSS or the County Department/Agency is responsible for the breach, CDSS and the County Department/Agency shall jointly determine responsibility for purposes of allocating the costs;

- All notifications (regardless of breach status) regarding beneficiaries' PII shall comply with the requirements set forth in Section 1798.29 of the California Civil Code and Section 17932 of Title 42 of United States Code, inclusive of its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event, later than sixty (60) calendar days from discovery;
- 3. The CDSS Information Security and Privacy Bureau shall approve the time, manner and content of any such notifications and their review and approval shall be obtained before notifications are made. If notifications are distributed without CDSS review and approval, secondary follow-up notifications may be required; and
- 4. CDSS may elect to assume responsibility for such notification from the County Department/Agency.
- E. Responsibility for Reporting of Breaches when Required by State or Federal Law. If the cause of a breach is attributable to the County Department/Agency or its agents, subcontractors or vendors, the County Department/Agency is responsible for all required reporting of the breach. If the cause of the breach is attributable to CDSS, CDSS is responsible for all required reporting of the breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS (if the breach involves MEDS or SSA data), CDSS, and the County Department/Agency shall coordinate to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.
- F. **CDSS and DHCS Contact Information**. The County Department/Agency shall utilize the below contact information to direct all notifications of breach and security incidents to CDSS and DHCS. CDSS reserves the right to make changes to the contact information by giving written notice to the County Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated.

CDSS Information Security and Privacy Bureau	DHCS Breach and Security Incident Reporting
California Department of Social Services Information Security and Privacy Bureau 744 P Street, MS 9-9-70 Sacramento, CA 95814-6413	Department of Health Care Services Office of HIPAA Compliance 1501 Capitol Avenue, MS 4721 P.O. Box 997413 Sacramento, CA 95899-7413
Email: iso@dss.ca.gov	Email: incidents@dhcs.ca.gov
Telephone: (916) 651-5558	Telephone: (866) 866-0602
The preferred method of communication is email, when available. Do not include any PII unless requested by CDSS.	The preferred method of communication is email, when available. Do not include any Medi-Cal PII unless requested by DHCS.

XI. COMPLIANCE WITH SSA AGREEMENT

The County Department/Agency agrees to comply with applicable privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency (CHHS), in the Information Exchange Agreement (IEA) between SSA and CDSS, and in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR), which are hereby incorporated into this Agreement (Exhibit A) and available upon request.

If there is any conflict between a privacy and security standard in the CMPPA, IEA or TSSR, and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

If SSA changes the terms of its agreement(s) with CDSS, CDSS will, as soon as reasonably possible after receipt, supply copies to the County Welfare Directors Association (CWDA) as well as the proposed target date for compliance. For a period of thirty (30) days, CDSS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, CDSS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, CDSS will supply copies of the changed agreement to the CWDA and the County Department/Agency, along with the compliance date expected by SSA. If the County Department/Agency is not able to meet the SSA compliance date, it shall submit a CAP to CDSS for review and approval at least thirty (30) days prior to the SSA compliance date. Any potential County Department/Agency resource issues may be discussed with CDSS through a collaborative process in developing their CAP.

A copy of Exhibit A can be requested by authorized County Department/Agency individuals by emailing CDSS at <u>cdsspsa@dss.ca.gov</u>.

XII. <u>COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY</u> <u>AGREEMENT</u>

The County Department/Agency agrees to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) between the Department/Agency of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and CDSS, which is hereby incorporated into this Agreement (Exhibit B) and available upon request. If there is any conflict between a privacy and security standard in the CMA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII. If DHS-USCIS changes the terms of its agreement(s) with CDSS, CDSS will, as soon as reasonably possible after receipt, supply copies to CWDA as well as the CDSS proposed target date for compliance. For a period of thirty (30) days, CDSS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, CDSS will submit the proposed target date to DHS-USCIS, which will be subject to adjustment by DHS-USCIS. Once a target date for compliance is determined by DHS-USCIS, CDSS will supply copies of the changed agreement to the CWDA and the County Department/Agency, along with the compliance date expected by DHS-USCIS. If a County Department/Agency is not able to meet the DHS-USCIS compliance date, it shall submit a CAP to CDSS for review and approval at least thirty (30) days prior to the DHS-USCIS compliance date. Any potential County Department/Agency resource issues may be discussed with CDSS through a collaborative process in developing their CAP.

A copy of Exhibit B can be requested by authorized County Department/Agency individuals by emailing CDSS at <u>cdsspsa@dss.ca.gov</u>.

XIII. <u>COUNTY DEPARTMENT/AGENCY AGENTS, SUBCONTRACTORS, AND</u> VENDORS

The County Department/Agency agrees to enter into written agreements with all agents, subcontractors, and vendors that have access to County Department/Agency PII. These agreements will impose, at a minimum, the same restrictions and conditions that apply to the County Department/Agency with respect to PII upon such agents, subcontractors, and vendors. These shall include, at a minimum, (1) restrictions on disclosure of PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect PII, and, where relevant, (3) the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII be reported to the County Department/Agency. If the agents, subcontractors, and vendors of County Department/Agency access data provided to DHCS and/or CDSS by SSA or DHS-USCIS, the County Department/Agency shall also incorporate the Agreement's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors.

County Department/Agency(s) who would like assistance or guidance with this requirement are encouraged to contact CDSS via email at cdsspsa@dss.ca.gov.

XIV. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions and Exhibits, the County Department/Agency agrees to assist CDSS or DHCS (on behalf of CDSS) in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the County Department/Agency, with reasonable notice from CDSS or DHCS. Such reviews shall be scheduled at times that take into account the operational and staffing demands. The County Department/Agency agrees to promptly remedy all violations of any provision of this Agreement and certify the same to CDSS in writing, or to enter into a written CAP with CDSS containing deadlines for achieving compliance with specific provisions of this Agreement.

XV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving CDSS based upon claimed violations by the County Department/Agency of the privacy or security of PII, or federal or state laws or agreements concerning privacy or security of PII, the County Department/Agency shall make all reasonable effort to make itself and County Workers assisting in the administration of their program and using or disclosing PII available to CDSS at no cost to CDSS to testify as witnesses. The CDSS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to the County Department/Agency at no cost to the County Department/Agency to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department/Agency based upon claimed violations by CDSS of the privacy or security of PII, or state or federal laws or agreements concerning privacy or security of PII.

XVI. <u>AMENDMENT OF AGREEMENT</u>

The CDSS and the County Department/Agency acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that an amendment to this Agreement may be required to ensure compliance with all data security and privacy procedures. Upon request by CDSS, the County Department/Agency agrees to promptly enter into negotiations with CDSS concerning an amendment to this Agreement as may be needed by developments in federal and state laws and regulations. In addition to any other lawful remedy, CDSS may terminate this Agreement upon thirty (30) days written notice if the County Department/Agency does not promptly agree to enter into negotiations to amend this Agreement when requested to do so, or does not enter into an amendment that CDSS deems necessary.

v2019 06 24 Page 21 of 24 Each amendment shall be properly identified as Agreement No., Amendment No. (A-1, A-2, A-3, etc.) to identify the applicable changes to this Agreement, and be effective upon execution by the parties.

XVII. TERM OF AGREEMENT

The term of this agreement shall begin upon signature and approval of CDSS.

XVIII. <u>TERMINATION</u>

- A. This Agreement shall terminate on **September 1, 2022**, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement; through an executed written amendment. County Department/Agency requests for an extension shall be justified and approved by CDSS and limited to no more than a six (6) month extension.
- B. **Survival:** All provisions of this Agreement that provide restrictions on disclosures of PII and that provide administrative, technical, and physical safeguards for the PII in the County Department/Agency's possession shall continue in effect beyond the termination or expiration of this Agreement, and shall continue until the PII is destroyed or returned to CDSS.

XIX. TERMINATION FOR CAUSE

Upon CDSS' knowledge of a material breach or violation of this Agreement by the County Department/Agency, CDSS may provide an opportunity for the County Department/Agency to cure the breach or end the violation and may terminate this Agreement if the County Department/Agency does not cure the breach or end the violation within the time specified by CDSS. This Agreement may be terminated immediately by CDSS if the County Department/Agency has breached a material term and CDSS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, the County Department/Agency shall return or destroy all PII in accordance with Section VI, above. The provisions of this Agreement governing the privacy and security of the PII shall remain in effect until all PII is returned or destroyed and CDSS receives a certificate of destruction.

XX. <u>SIGNATORIES</u>

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. The contract is effective on **September 1, 2019**.

For the County of MONO
Department/Agency of Social Services

Hoter

(Signature)

Kathryn Peterson

10-24-19

(Date)

Director of Social Services

(Name - Print or Type)

(Title – Print or Type)

For the California Department of Social Services,

(Signature)

(Date)

1/8/2020

Simone Dumas

Chief, Contracts & Purchasing Bureau

(Name – Print or Type)

(Title – Print or Type)

v2019 06 24 Page 23 of 24

EXHIBIT A

Exhibit A consists of the current versions of the following documents, copies of which can be requested by the County Department/Agency information security and privacy staff from CDSS by emailing CDSS at cdsspsa@dss.ca.gov.

- Computer Matching and Privacy Protection Act Agreement between the SSA and California Health and Human Services Agency
- Information Exchange Agreement between SSA and CDSS (IEA-F and IEA-S)
- Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)

EXHIBIT B

Exhibit B consists of the current version of the following document, a copy of which can be requested by the County Department/Agency information security and privacy staff by emailing CDSS at cdsspsa@dss.ca.gov.

 Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and California Department of Social Services (CA-DSS)



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

💻 Print

MEETING DATE July 5, 2022

Departments: Community Development

TIME REQUIRED

SUBJECT

Adoption of Vehicle Miles Traveled Thresholds of Significance PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Proposed ordinance for adoption of Vehicle Miles Traveled thresholds of significance (second reading).

RECOMMENDED ACTION:

1. Adopt the Addendum to the 2015 Mono County General Plan Environmental Impact Report (EIR) and direct staff to file a Notice of Determination. 2. Adopt ORD22-__, establishing thresholds of significance and screening criteria for the purpose of analyzing impacts under the California Environmental Quality Act (CEQA) related to Vehicle Miles Traveled (VMT).

FISCAL IMPACT:

None.

CONTACT NAME: Bentley Regehr

PHONE/EMAIL: 7609244602 / bregehr@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

🔲 YES 🔽 NO

ATTACHMENTS:

Click to download

 Staff Report

 Ordinance

Discrete Schubit A

History

Time 6/29/2022 12:24 PM Who County Counsel **Approval** Yes

6/29/2022 10:02 AM	Finance	Yes
6/30/2022 8:24 PM	County Administrative Office	Yes

Mono County Community Development Department

P.O. Box 347 Mammoth Lakes, CA 93546 (760) 924-1800, fax 924-1801 www.monocounty.ca.gov P.O. Box 8 Bridgeport, CA 93517 (760) 932-5420, fax 932-5431 www.monocounty.ca.gov

July 5, 2022

To: Mono County Board of Supervisors

From: Bentley Regehr, Planning Analyst

Re: ADOPTION OF VEHICLE MILES TRAVELED THRESHOLDS OF SIGNIFICANCE

RECOMMENDATION

- 1. Adopt the Addendum to the 2015 Mono County General Plan Environmental Impact Report (EIR) and direct staff to file a Notice of Determination.
- Adopt ORD22-___, establishing thresholds of significance and screening criteria for the purpose of analyzing impacts under the California Environmental Quality Act (CEQA) related to Vehicle Miles Traveled (VMT).

FISCAL IMPACT

None.

CEQA

CEQA Guidelines Section 15164 states that the lead agency or responsible agency shall prepare an addendum to a previously certified Environmental Impact Report (EIR) if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred. It was determined through an Addendum to the 2015 Mono County General Plan EIR that none of the conditions calling for preparation of a subsequent EIR have occurred. The VMT thresholds and screening criteria establish thresholds for evaluation of VMT impacts in compliance with CEQA that are consistent with State policy and guidance. Adoption of the VMT thresholds and screening criteria establish to the environment; therefore, additional analysis of the VMT threshold and screening criteria is not required.

DESCRIPTION

The proposed ordinance establishing thresholds of significance and screening criteria for the purpose of analyzing impacts under the California Environmental Quality Act (CEQA) related to Vehicle Miles Traveled (VMT) came before the Board on June 21, 2022, at which time no modifications were made and an opportunity for public input was available. Today the thresholds of significance and screening criteria is presented for final adoption. Thresholds and screening criteria are presented in Exhibit A attached to the proposed ordinance.

This staff report has been reviewed by the Community Development Director.

ATTACHMENTS

1. Ordinance with Exhibit A



ORDINANCE NO. ORD22-___

AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS TO ADOPT THRESHOLDS OF SIGNIFICANCE FOR VEHICLE MILES TRAVELED (VMT)

WHEREAS, California Environmental Quality Act (CEQA) Guidelines encourage public agencies to develop and set generally acceptable thresholds of significance to be used in determining the significance of a project's environmental effects; and

WHEREAS, recent changes in state law require the County to use VMT instead of Level of Service (LOS) as the metric to evaluate transportation impacts under CEQA; and

WHEREAS, the County conducted a study to establish reasonable and acceptable thresholds of significance for VMT; and

WHEREAS, establishing a set of thresholds and screening criteria for VMT allows the County to streamline qualifying projects, thereby reducing the time and cost of the CEQA analysis for development projects; and

WHEREAS, the County has evaluated the thresholds and determined that they would not exempt projects that have the potential for significant VMT impacts based on comparisons to VMT CEQA analyses in recent past projects.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO FINDS AND ORDAINS that:

SECTION ONE: The Board hereby finds that an Addendum to the 2015 Mono County General Plan EIR is the appropriate document under the California Environmental Quality Act (CEQA) Guidelines Section 15164. The VMT thresholds and screening criteria establish thresholds for evaluation of VMT impacts in compliance with CEQA that are consistent with State policy and guidance. Adoption of the VMT thresholds and screening criteria would not cause an impact on the environment. Therefore, additional analysis of the VMT threshold and screening criteria is not required.

SECTION TWO: The County adopts the VMT thresholds of significance and screening criteria recommended by the study to use in identifying projects expected to cause a less-than-significant impact without requiring a detailed environmental study. The thresholds of significance and screening criteria are included as Exhibit A.

SECTION THREE: This ordinance shall become effective upon adoption. The Clerk of the Board of Supervisors shall post this ordinance and also publish it or a summary thereof in the manner prescribed by Government Code section 25124 no later than 15 days after the date of its adoption.

1	PASSED. APPROVED and ADOPT	ED this 5 th day of July 2022, by the following vote,
2	to wit:	LD this 5 day of vary 2022, by the following vote,
3 4	AYES:	
5	NOES:	
6	ABSENT:	
7	ABSTAIN:	
8		
9		
10		
11		Bob Gardner, Chair Mono County Board of Supervisors
12		Thome County Dould of Supervisors
13	ATTEST:	APPROVED AS TO FORM:
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15		
16	Clerk of the Board	County Councel
17	Clerk of the Board	County Counsel
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		- 2 -

EXHIBIT A

ТҮРЕ	SCREENING CRITERIA
Located in a VMT Efficient Area	 Residential project located in an area where VMT/Capita is 15% or more below th base year countywide average less Mammoth Lakes
(see green areas in Figures ES-1 and ES-2)	 Office/Business Professional Employment project located in an area whe VMT/Employee is 15% or more below the base year countywide average le Mammoth Lakes
	 Industrial project located in an area VMT/Employee is at or below the base ye countywide average less Mammoth Lakes¹
Small Projects	Generates less than 237 daily unadjusted trip ends
Proximity to Transit	 Located within ¹/₂ a mile of an existing or planned major transit stop or an existin stop along a high-quality transit corridor^{2,3}
Retail/Recreational/	200,000 square feet of total gross floor area or less
	 A retail project may also be defined as local-serving if a market study demonstrat that it is based on the size of its market area.
Local-Serving Public	200,000 square feet of total gross floor area or less
Facilities	 A quasi-public facility project may also be defined as local-serving if a market stud demonstrates that it is based on the size of its market area.
Affordable Housing	100% affordable units based on County criteria
Mixed Use Project	Project's individual land uses should be compared to the screening criteria above
Redevelopment Project	• Proposed project's total project VMT is less than the existing land use's total VMT

Table 2: Thresholds of Significance for VMT

LAND USE TYPE	THRESHOLD FOR DETERMINATION OF A SIGNIFICANT VMT IMPACT ¹	
Residential	15% below Baseline Countywide Average of VMT/Capita Less Mammoth Lakes VMT/Capita: 29.1 .85 = 24.8 VMT/Capita 15% below Baseline Countywide Average of VMT/Employee Less Mammoth Lakes VMT/Employee: 11.95 x .85 = 10.2 VMT/Employee	
Office / Business / Warehouse / Manufacturing		
Industrial ²	VMT/Employee is at or below the base year countywide average less Mammoth Lakes = 11.95 VMT/Employee	
Retail	No net increase in total Countywide VMT Less Mammoth Lakes (net VMT change)	
Hotel/Motel	No net increase in total Countywide VMT Less Mammoth Lakes (net VMT change)	
Recreational	No net increase in total Countywide VMT Less Mammoth Lakes (net VMT change) No net increase in total Countywide VMT Less Mammoth Lakes (net VMT change)	
Medical/Hospital		
Public Facilities	Does not contain regional public uses	
Mixed Use	Analyze each land use individually per above categories and evaluate independently	
Redevelopment	Apply the relevant threshold based on proposed land use	
Notes:		

Projects that exceed these thresholds would have a significant impact under CEQA.
 Heavy-duty truck VMT would not be counted against Industrial/Warehouse projects, only employee-oriented commuter VMT.

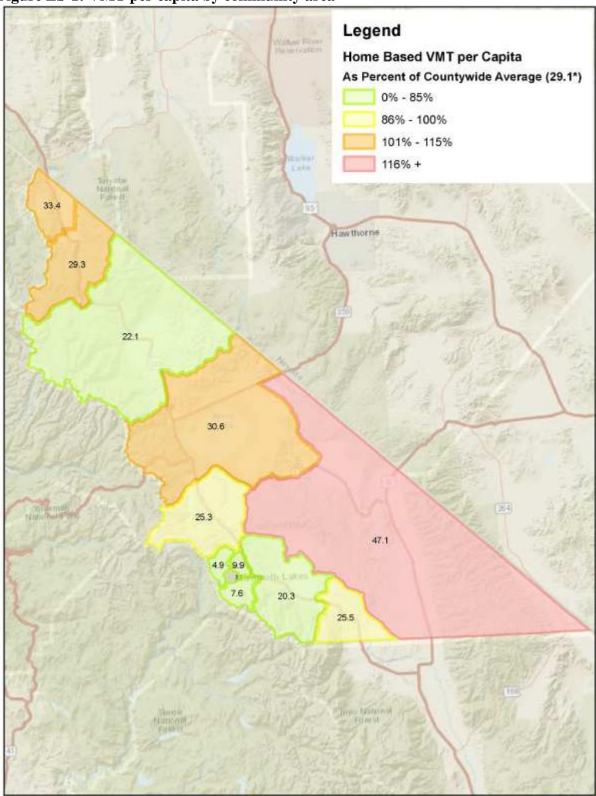


Figure ES-1: VMT per capita by community area

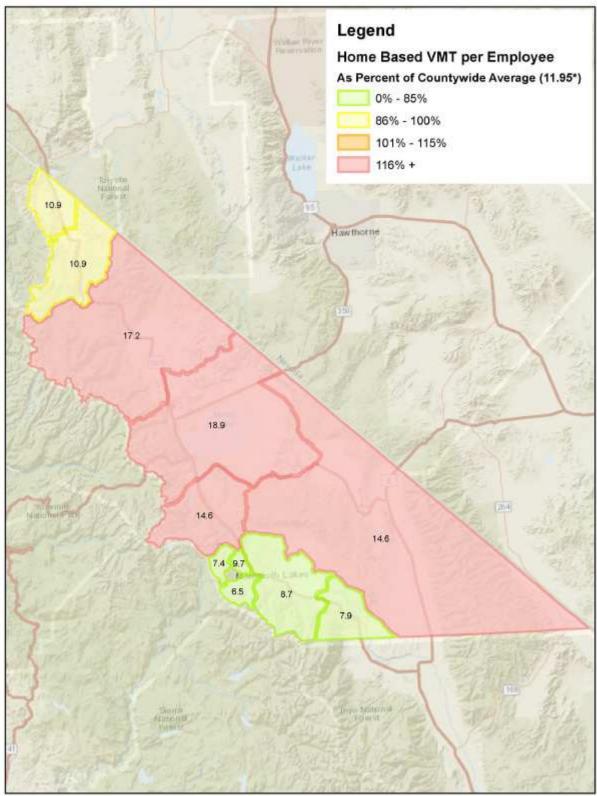


Figure ES-2: Home Based VMT per Employee



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

Inyo Mono Broadband Consortium -

RFGUI	AR AGEI	VDA RF(JUEST

💻 Print

MEETING DATE July 5, 2022

Departments: CAO

TIME REQUIRED

SUBJECT

Funding Opportunity and Governance PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

On May 19, 2022 the California Public Utilities Commission (CPUC) adopted Decision (D). 22-05-029 which made programmatic changes to the California Advanced Services Fund (CASF) Consortia Grant Account and allocated \$10.71 million of funding for California regional broadband consortia in FY 22-23.

RECOMMENDED ACTION:

Adopt proposed resolution: (1) requesting that the Eastern Sierra Council of Governments (ESCOG) integrate the Inyo-Mono Broadband Consortium (IMBC) into its governance structure, including serving as the board of the IMBC; and (2) authorizing the ESCOG to apply for, administer and expend grants and other revenues, including broadband consortia funding allocated under the CASF, in furtherance of regional broadband development.

FISCAL IMPACT:

The IMBC may request up to \$200,000 per year for four consecutive years.

CONTACT NAME: Cheyenne Stone

PHONE/EMAIL: 760-932-5410 / cstone@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

🗌 YES 🔽 NO

ATTACHMENTS:

 Click to download

 D Staff Report

 D Resolution

History

Time	Who	Approval
6/29/2022 7:02 PM	County Counsel	Yes
6/29/2022 12:12 PM	Finance	Yes
6/30/2022 8:23 PM	County Administrative Office	Yes

INFORMATION TECHNOLOGY



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

Nate Greenberg Information Technology Director

June 21, 2022

То	Honorable Mono County Board of Supervisors
From	Nate Greenberg, Information Technology Director
Subject	Recommendation to re-establish the Inyo-Mono Broadband Consortium and apply for funding under the California Advanced Services Fund.

Recommendation

Adopt proposed resolution: (1) requesting that the Eastern Sierra Council of Governments (ESCOG) integrate the Inyo-Mono Broadband Consortium (IMBC) into its governance structure, including serving as the board of the IMBC; and (2) authorizing the ESCOG to apply for, administer and expend grants and other revenues, including broadband consortia funding allocated under the CASF, in furtherance of regional broadband development.

Discussion

On May 19, 2022 the California Public Utilities Commission (CPUC) adopted <u>Decision (D). 22-05-029</u> which made programmatic changes to the California Advanced Services Fund (CASF) Consortia Grant Account and allocated \$10.71m of funding for California regional broadband consortia in FY 22-23. Broadband Consortia are recognized and funded by the CPUC to facilitate the deployment of broadband services by providing the local expertise necessary to conceptualize broadband projects which could be funded under grant programs, such as those created under SB 156 and AB 164.

Mono County has been part of two separate broadband consortia over the past decade – the Eastern Sierra Connect Regional Broadband Consortium (2012 – 2015) and the first iteration of the Inyo-Mono Broadband Consortium (2016-2019). The primary focus of the work performed under both entities was to effectively leverage the opportunities created by Digital 395 - namely developing new last-mile broadband offerings and encouraging broadband adoption through awareness and marketing campaigns.

Given the opportunities presented to Mono County under SB 156 (such as the \$10.5m allocated to the County through the Federal Funding Account), there are legitimate opportunities to further close the digital divide in Mono County and achieve the organization's goal of delivering Gigabit internet to at least 98% of households. By leveraging CASF funding and taking a regional approach to work efforts we can better utilize resources, focus on "economy of scale" types of projects and initiatives, and keep a collaborative approach in broadband related economic development opportunities.

Under the guidance and direction of the Eastern Sierra Council of Governments (ESCOG), the IMBC would:

- Hire a Regional Broadband Coordinator
- Refine and implement broadband strategies
- Assist with grant applications and administration
- Further the development of economic development initiatives related to broadband

Fiscal Impact

The IMBC can request up to \$200,000 per year for four consecutive years.

Strategic Plan Alignment

Mono County Strategic Priorities

- 1. Safe & Healthy Communities
- lpha 2. A Thriving Economy
- ¤ 3. Workforce & Operational Excellence
- ¤ 4. Sustainable Public Lands

IT Strategic Initiatives

- ¤ 1. Customer Success
- ¤ 3. Systems, Applications, and Data
 - 4. Communications



R22-__

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS REQUESTING AND APPROVING A PROGRAM OF WORK FOR THE EASTERN SIERRA COUNCIL OF GOVERNMENTS RELATED TO THE INYO-MONO BROADBAND CONSORTIUM

WHEREAS, from approximately 2016 to 2019, the Inyo-Mono Broadband Consortium (IMBC) operated within and under the governance of the Eastern Sierra Council of Governments (ESCOG);

WHEREAS, during this time, the IMBC was awarded roughly \$105,000 of funding from the Consortia Account of the California Advances Services Fund (CASF) administered by the California Public Utilities Commission (CPUC);

WHEREAS, the IMBC used these funds to achieve crucial regional goals related to improving broadband access and adoption, including developing awareness around broadband offerings, producing tools to assist with selecting providers, assisting with policy creation within the agencies, and developing marketing materials;

WHEREAS, in April 2019, when the CASF grant was full expended, the IMBC went dormant;

WHEREAS, in January 2020, the ESCOG modified its organizational structure and entered into a formal joint powers authority agreement that includes the City of Bishop, County of Inyo, Town of Mammoth Lakes, and County of Mono;

WHEREAS, section 3.01 of the ESCOG JPA agreement requires ESCOG to obtain the approval of all four of its member agencies before engaging in substantive projects, such as applying for grants or participating in state or federal programs;

WHEREAS, in early June 2022, ESCOG administration became aware that the CPUC adopted Decision 22-05-029, which modified the rules for CASF consortia, expanded the activities that consortia could engage in, and allocated an additional \$10.7 million in grant funding for consortia to spend on any of the following eligible activities:

1	• Collaborating with the Commission and other state agencies to engage regional
2	consortia, local officials, internet service providers (ISPs), stakeholders, and
3	consumers regarding priority areas and cost-effective strategies to achieve the
4	broadband access goal.
5	Identifying potential CASF infrastructure projects or potential broadband
	deployment projects related to new programs created under SB 156 and AB 164,
6	along with other opportunities, where providers can expand and improve their infrastructure and service offerings to achieve the goal of reaching 98%
7	broadband deployment in each consortia region.
8	 Assisting potential CASF infrastructure applicants or potential applicants for
9	broadband deployment projects related to the new programs created under SB
10	156 and AB 164 in the project development or grant application process.
11	• Conducting activities that will lead to or that can be reasonably expected to lead
12	to CASF infrastructure projects or broadband deployment projects related to new
13	programs created under SB 156 and AB 164, including but not limited to the
14	following examples of allowable activities:
	• Supporting project permitting activities.
15	• Engaging local government officials and communities to better
16	understand and explain regional broadband needs and solutions and providing technical assistance to such entities.
17	 Conducting an inventory of public assets (e.g., rights-of-ways, publicly
18	owned towers, public utility poles, equipment housing, publicly owned
19	property) and aggregate demand, including speed tests and the
20	identification and updates of priority areas.
21	• Assisting the Commission in publicizing requests for wireline testing volunteers
22	in areas, as needed.
23	Assisting the Commission in promoting broadband deployment in California,
	related to the Federal Funding Account and other programs including Middle-
24	Mile, Broadband Loan Loss Reserve, and Local Agency Technical Assistance
25	created under SB 156 and AB 164. WHEREAS, in order to prepare a strong application to access this latest round of CASF
26	and avoid duplication of efforts, the members of the IMBC should agree upon a central entity to
27	house and administer the IMBC, agree upon basic details regarding the governance of the
28	IMBC, and assign an entity to submit a CASF application on behalf of all members of the
29	IMBC;
30	WHEDEAS ESCOC is uniquely qualified to fulfill the tasks enumerated shows. The
31	WHEREAS , ESCOG is uniquely qualified to fulfill the tasks enumerated above. The IMBC was previously housed within ESCOG from 2016-2019. Additionally, ESCOG is a
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	- 2 -

regional entity whose Board contains representatives from all four entities that make up the IMBC.

NOW, THEREFORE, THE MONO COUNTY BOARD OF SUPERVISORS DOES HEREBY

1. The County of Mono requests that ESCOG engage in a program of work related to the IMBC. Specifically, the County of Mono requests that:

- a. ESCOG house the IMBC within its governance structure and provide administrative support to the IMBC.
- b. The Board of Directors of ESCOG serve as the Board of the IMBC.
- c. On behalf of the Eastern Sierra region, ESCOG submit all applications and materials necessary to access the CASF made available by the CPUC's Decision 22-05-029.

2. Should ESCOG choose to engage in the IMBC Program of Work, ESCOG is empowered to apply for, administer, and expend grants and other sources of revenue to participate in regional broadband development efforts, including but not limited to the CASF made available by Decision 22-05-029; take official positions on matters of policy related to regional broadband development efforts; serve as the governing body of the IMBC; engage in any actions already authorized by the ESCOG Joint Powers Agreement including the securing of appropriate levels of insurance and hiring personnel; and take any other activities, provided, however, that the IMBC Program of Work shall not be authorized to incur debt that is not otherwise secured by the Program's identified revenue. Member agency funding to support such work is subject to approval by each agency and action by the ESCOG shall not obligate members financially.

1	DASSED ADDOVED and ADOD	TED this 21st day of June, 2022, by the following
2	vote, to wit:	TED this 21st day of June, 2022, by the following
3	AYES:	
4	NOES:	
5	ABSENT:	
6	ABSTAIN:	
7		
8 9		Bob Gardner, Chair Mono County Board of Supervisors
9 10		
10	ATTEST:	APPROVED AS TO FORM:
12		
13	Clerk of the Board	County Counsel
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OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

💻 Print

MEETING DATE July 5, 2022

Departments: Clerk of the Board, Clerk-Recorder, Registrar of Voters

TIME REQUIRED		PERSONS
SUBJECT	Budget Allocation Transfer Request	APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

This item is a request for appropriation adjustments in the Board of Supervisors, Elections, and Clerk-Recorder budget units.

RECOMMENDED ACTION:

Approve appropriation transfer request of \$49,524 from the Clerk-Recorder Budget unit to account for budget adjustments as recommended in Attachments A, B, and C, or as amended (requires 4/5ths approval).

FISCAL IMPACT:

\$49,524 will transfer from the Clerk Recorder Budget Unit, of which \$3,588 will transfer to the Board of Supervisor Budget Unit, and \$45,936 will transfer to the Elections Budget Unit.

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

Attachment: Allocation Transfer Request

History

Time 7/1/2022 1:14 PM Who County Counsel **Approval** Yes

7/1/2022 2:15 PM	Finance	Yes
7/1/2022 2:15 PM	County Administrative Office	Yes



Scheereen Dedman Clerk-Recorder-Registrar 760-932-5538 sdedman@mono.ca.gov Queenie Barnard Assistant Clerk-Recorder-Registrar 760-932-5534 gbarbard @mono.ca.gov

To: Honorable Board of Supervisors

From: Clerk-Recorder, Registrar of Voters (Elections), Clerk of the Board

Date: July 5, 2022

Re: FY 2021-22 Amended Budget – Appropriation Transfer Request

Recommended Action:

Approve appropriation transfer request of \$49,524 from the Clerk-Recorder Budget unit to account for budget adjustments as recommended in Attachments A, B, and C, or as amended (requires 4/5ths approval).

Discussion:

This item is a request for appropriation adjustments in the Board of Supervisors, Elections, and Clerk-Recorder budget units. We propose and request approval for the attached adjustments.

The need for the appropriation adjustments are as follows:

(BOS) Salary and benefit changes approved after FY 21-22 Budget approval, increased use of County vehicle, a clerical error in the third quarter budget requests placing monies in the incorrect budget line, increased amounts of travel and training, and increased fuel costs.

(Elections) Salary and benefit changes approved after FY 21-22 Budget approval, increased fuel costs, increased cost for election due to two ballot cards, increase in paper costs, a clerical error that allocated employee time and benefits incorrectly to the Elections budget that should have been allocated to the Clerk-Recorder budget, unexpected charges for elections costs including ink cartridges for the voting machines, and increased charges from vendor since last election.

(Clerk) A clerical error that allocated employee time and benefits incorrectly to the Elections budget that should have been allocated to the Clerk-Recorder budget created overages in this budget unit.

Fiscal Impact:

\$49,524 will transfer from the Clerk Recorder Budget Unit, of which \$3,588 will transfer to the Board of Supervisor Budget Unit, and \$45,936 will transfer to the Elections Budget Unit.

Attachments

Attachment A - Signed Appropriation Transfer Request for Board of Supervisors, Clerk-Recorder and Elections Budgets

	rtment Name:	Board of Supervisors		Date:	7/1/202
Prep	ared by:	S. Dedman		Phone:	760-932-553
	Туре -				
	em Increase: +				
Line It Action	em Decrease: -	Account Name	Approved Budget	Adjustment	Adjusted Budge
+	XXX-XX-XXX-XXXXX		\$XX,XXX.XX	\$XX,XXX.XX	
+	100-10-010-21100	Salary and Wages	\$271,211.00	\$1,576.00	\$272,787.0
+	100-11-010-21130	Auto Allowance	\$27,791.00	\$122.00	\$27,913.0
-	100-11-010-22100	Employee Benefits	\$37,782.00	(\$158.00)	\$37,624.0
-	100-11-010-32000	Office Supply	\$5,037.00	(\$3,000.00)	\$2,037.0
+	100-11-010-32500	Professional & Specialized Services	\$2,217.00	\$5,690.00	\$7,907.0
-	100-11-010-32800	Publications & Legal Notices	\$12,000.00	(\$5,690.00)	\$6,310.0
+	100-11-010-33350	Travel & Training	\$31,675.00	\$1,280.00	\$32,955.0
+	100-11-010-33351	Vehicle Fuel Costs	\$732.00	\$524.00	\$1,256.0
-	100-11-010-33120	Special Department Expense	\$3,000.00	(\$423.00)	\$2,577.0
+	100-11-010-22110	Employee Benefits - Health	\$72,192.00	\$2,738.00	\$74,930.0
+	100-11-010-22120	Employee Benefits - PERS	\$57,399.00	\$1,534.00	\$58,933.0
+	100-11-010-30280	Telephone / Communications	\$1,660.00	\$45.00	\$1,705.0
-	100-11-010-32860	Rents & Leases	\$200.00	(\$200.00)	\$0.0
-	100-11-010-31700	Membership Fees	\$14,912.00	(\$450.00)	\$14,462.0
				l (Must equal \$0)	\$3,588.00
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Department Name:		Clerk-Recorder	C C	Date:	7/1/202
Prepared by:		S. Dedman	F	Phone:	760-932-553
Action 7					
	em Increase: +				
Action	m Decrease: - Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
	XXX-XX-XXX-XXXXX		\$XX,XXX.XX	\$XX,XXX.XX	
-	100-27-180-21100	Salary and Wages	\$402,080.00	(\$40,964.00)	\$361,116.00
+	100-27-180-21120	Overtime	\$0.00	\$133.00	\$133.00
+	100-27-180-32860	Rents&Leases	\$6,200.00	\$238.00	\$6,438.00
-	100-27-180-33120	Special Department Expense	\$27,800.00	(\$3,826.00)	\$23,974.00
-	100-27-180-30280	Employee Benefits - PERS	\$92,808.00	(\$5,105.00)	\$87,703.00
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REGULAR AGENDA REQUEST

💻 Print

MEETING DATE July 5, 2022

22

Departments: Public Works

TIME REQUIRED

SUBJECT

PERSONS APPEARING Facilities Amended Budget FY 2021-**BEFORE THE** BOARD

AGENDA DESCRIPTION:

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

Facilities Division Appropriation Transfer request to account for budget adjustments as recommended in Attachment A,

RECOMMENDED ACTION:

Approve Facilities Division Appropriation Transfer request to account for budget adjustments as recommended in Attachment A, or as amended (requires 4/5ths approval).

FISCAL IMPACT:

No General Fund impact. Transfers are between existing Public Works budget units only.

CONTACT NAME: Jason Davenport

PHONE/EMAIL: 760.932.5443 / jdavenport@mono.ca.gov

SEND COPIES TO:

Paul Roten

Jason Davenport

MINUTE ORDER REQUESTED:

🗆 YES 🔽 NO

ATTACHMENTS:

Click to download

Staff Report

Attachment A: Signed ATR

History

Time

7/1/2022 2:15 PM	County Counsel	Yes
7/1/2022 2:16 PM	Finance	Yes
7/1/2022 2:19 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: Jason Davenport, Facilities Division

Date: 07/05/2022

Re: FY 2021-22 Amended budget

Recommended Action:

Approve Facilities Division Appropriation Transfer request to account for budget adjustments as recommended in Attachment A, or as amended (requires 4/5ths approval).

Fiscal Impact: No General Fund impact. Transfers are between existing Public Works budget units only.

Discussion:

This item is a request for appropriation increase in budget unit 729 (Facilities). The need for the appropriation increase is due to unforeseen increases to cost of utilities, materials and contract rates as well as three retirement pay outs.

The appropriation increase will be offset by \$48,264 in unanticipated additional revenue. \$11,025 for rental income of community center and \$37,239 in labor reimbursements for Facilities. The remaining \$143,838 will come from unused appropriations in the Engineering budget unit. We propose and request approval for the adjustments listed in Attachment A to cover specific overages.

Attachment:

Attachment A - Signed Appropriation Transfer Request indicating Board approval is required

Department Name:		Public Works - Fund 729		Date:	6/30/202
	ared by:			Phone:	
	Type -	L			
	tem Increase: +				
	tem Decrease: -	Account Name	Approved Budget	Adjustment	
				-	Adjusted Budget
+	XXX-XX-XXX-XXXXX 100-17-720-21100	SALARY AND WAGES	\$XX,XXX.XX	\$XX,XXX.XX	
-			\$579,484.00	(\$85,000.00)	\$494,484.00
-	100-17-720-22100	EMPLOYEE BENEFITS	\$70,405.00	(\$13,000.00)	\$57,405.00
-	100-17-720-22110	Benefits - Health	\$93,571.00	(\$3,000.00)	\$90,571.00
-	100-17-720-22120	Employee Benefits - PERS	\$157,142.00	(\$6,000.00)	\$151,142.0
-	100-17-720-30280	TELEPHONE/COMMUNICATIONS	\$4,620.00	(\$1,500.00)	\$3,120.0
-	100-17-720-32450	CONTRACT SERVICES	\$65,000.00	(\$40,000.00)	\$25,000.0
-	100-17-720-33601	UTILITIES-STREET LIGHTING	\$40,000.00	(\$15,000.00)	\$25,000.0
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Budget Transfer Request 2022-02-22

COUNTY OF MONO APPROPRIATION TRANSFER REQUEST

Action Type -

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Line Ite	m Increase: +
L ino Ito	m Doorooco:

Action	em Decrease: - Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+	XXX-XX-XXX-XXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
+	100-17-729-33600	UTILITIES	\$412,370.00	\$53,000.00	\$465,370.00
+	100-17-729-16090	LABOR REIMBURSEMENT/FACILITIES	\$20,000.00	\$37,239.00	\$57,239.00
-	100-17-729-30280	TELEPHONE/COMMUNICATIONS	\$65,808.00	(\$25,000.00)	\$40,808.00
+	100-17-729-32500	PROFESSIONAL & SPECIALIZED SER	\$10,537.00	\$1,000.00	\$11,537.00
+	100-7-729-31400	BUILDING/LAND MAINT & REPAIR	\$140,000.00	\$10,140.00	\$150,140.00
+	100-17-729-30120	UNIFORM ALLOWANCE	\$3,000.00	\$1,100.00	\$4,100.00
+	100-17-729-21100	SALARY AND WAGES	\$1,001,801.00	\$84,285.00	\$1,086,086.00
+	100-17-729-22110	Benefits - Health (Medical-Dental-Vision)	\$193,427.00	\$30,000.00	\$223,427.00
+	100-17-729-22100	EMPLOYEE BENEFITS	\$123,334.00	\$20,000.00	\$143,334.00
+	100-17-729-14050	Rental Income-Community Center	\$0.00	(\$11,025.00)	(\$11,025.00
+	100-17-729-16090	LABOR REIMBURSEMENT	\$39,760.00	(\$37,239.00)	\$2,521.00
					.
	nsfer Request page 2		To	tal (Must equal \$0)	\$163,500.00

Budget Transfer Request page 2



REGULAR AGENDA REQUEST

Print

MEETING DATE July 5, 2022

Departments: Elections

TIME REQUIRED

SUBJECT

Governor's Proclamation for the November 8, 2022, General Election

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

A proclamation by the Governor of the State of California that the General Election will be held throughout the state on Tuesday, November 8, 2022.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 7609325534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

🔲 YES 🔽 NO

ATTACHMENTS:

Click to download

 D
 Proclamation

History		
Time	Who	Approval
6/21/2022 12:02 PM	County Counsel	Yes
6/29/2022 10:08 AM	Finance	Yes
6/30/2022 8:23 PM	County Administrative Office	Yes

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

A PROCLAMATION

BY THE GOVERNOR OF THE STATE OF CALIFORNIA

I, **GAVIN NEWSOM**, Governor of the State of California, pursuant to California law, including without limitation, sections 10720 and 12000 of the Elections Code, do hereby proclaim and order that a General Election will be held throughout this State on Tuesday, the 8th day of November, 2022, at which the following offices are to be filled:

GOVERNOR;

LIEUTENANT GOVERNOR;

SECRETARY OF STATE;

CONTROLLER;

TREASURER;

ATTORNEY GENERAL;

INSURANCE COMMISSIONER;

SUPERINTENDENT OF PUBLIC INSTRUCTION;

MEMBERS OF THE STATE BOARD OF EQUALIZATION from each of the four equalization districts of the State;

UNITED STATES SENATOR (Full Term);

UNITED STATES SENATOR (Partial/Unexpired Term);

REPRESENTATIVES TO THE CONGRESS OF THE UNITED STATES from each of the 52 congressional districts of the State;

STATE SENATORS from even-numbered districts of the 40 senatorial districts of the State;

MEMBERS OF THE ASSEMBLY from each of the 80 assembly districts of the State; and

All such other state, county, judicial, or other officers as are provided by law to be filled at such election.

I further proclaim and order that at such election there will also be submitted to the vote of the electors such proposed constitutional amendments, questions, and propositions as are required to be so submitted by the Constitution and laws of this State.

> IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 8th day of June 2022.

GAVIN NEWSOM Governor of California

ATTEST:

SAIRLEY N. WEBER, PH.D. Secretary of State





REGULAR AGENDA REQUEST

💻 Print

MEETING DATE July 5, 2022

Departments: Elections

TIME REQUIRED 10 minutes

SUBJECT Review and Declaration of June 7, 2022 Statewide Direct Primary Election Results PERSONS APPEARING BEFORE THE BOARD Scheereen Dedman, Registrar of Voters

AGENDA DESCRIPTION:

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

Presentation of certified election results. Request for declaration of results. Due to California Elections Code requiring "signature cure" letters to be accepted until two days before certification of the election, the final results cannot be attached to the agenda. To view the complete Statement of Vote (which will be submitted to the Secretary of State electronically, when available), visit the link: below: https://monocounty.ca.gov/elections/page/june-7-2022-statewide-direct-primary-election-results

RECOMMENDED ACTION:

1) Approve as correct the Statement of Votes for the June 7, 2022 Statewide Direct Primary Election; and 2) Pursuant to the Statement of Vote, approve as correct the total votes cast for the June 7, 2022 Statewide Direct Primary Election.

FISCAL IMPACT:

None.

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

History

Time

6/29/2022 6:25 PM	County Counsel	Yes
6/27/2022 4:14 PM	Finance	Yes
6/30/2022 8:23 PM	County Administrative Office	Yes



C L E R K – R E CO R D E R – R E G I S T R A R 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 gbarbard @mono.ca.gov

To: Honorable Board of Supervisors

From: Scheereen Dedman, Registrar of Voters

Date: July 5, 2022

Subject

Certification and Declaration of the County Clerk/Registrar of Voters of the Results of the June 7, 2022 Statewide Direct Primary Election.

Recommended Action

Approve as correct the Statement of Votes for the June 7, 2022, Statewide Direct Primary Election.

Discussion

On June 7, 2022, the Statewide Direct Primary Election was held.

Per Elections Code§15372, "The elections official shall prepare a certified statement of the results of the election and submit to the governing body within 30 days of the election."

Per Elections Code §15400, "The governing body shall declare elected or nominated to each office voted on at each election under its jurisdiction the person having the highest number of votes for that office, or who was elected or nominated under the exceptions noted in Section 15452. The governing board shall also declare the results of each election under its jurisdiction as to each measure voted on at the election."

Following the canvass of the election, the results of each election contest are on the attached Certification of Vote.

Fiscal Impact None.



REGULAR AGENDA REQUEST

💻 Print

MEETING DATE July 5, 2022

Departments: Social Services

TIME REQUIRED	10 minutes	PERSONS	Kathy Peterson, Social Services
SUBJECT	MOU between Mono County and CDSS for Mass Care and Shelter Supplies	APPEARING BEFORE THE BOARD	Director

AGENDA DESCRIPTION:

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

Memorandum of Understanding between Mono County and the California Department of Social Services (CDSS) for the provision of State Mass Care and Shelter Supplies. CDSS understands there exists a great potential for a natural disaster or catastrophic event capable of producing Mass Care and Sheltering needs that may overwhelm local and regional capability. CDSS will provide the County, without monetary obligation, a trailer with State Mass Care and Shelter supplies for the County to store and maintain to respond to a natural disaster or catastrophic event. The County may provide access and use of the supplies to cities within the County and to surrounding counties in the Mutual Aid Region (MAR) (Region VI) to accommodate their need for emergency sheltering.

RECOMMENDED ACTION:

Approve Memorandum of Understanding between the County of Mono and the California Department of Social Services for the provision of State Mass Care and Shelter Supplies for the County to respond to a natural disaster or catastrophic event.

FISCAL IMPACT:

There is no fiscal impact. CDSS is offering supplies to the County without monetary obligation.

CONTACT NAME: Kathy Peterson

PHONE/EMAIL: 7609241763 / kpeterson@mono.ca.gov

SEND COPIES TO:

Kpeterson@mono.ca.gov and Cyoung@mono.ca.gov

MINUTE ORDER REQUESTED:

🔽 YES 🗖 NO

ATTACHMENTS:

Click to download

D <u>Agreement</u>

History

Time	Who	Approval
6/29/2022 6:41 PM	County Counsel	Yes
6/29/2022 11:49 AM	Finance	Yes
6/30/2022 8:25 PM	County Administrative Office	Yes



California Mutual Aid Region (MAR) VI Intra-Region Memorandum of Understanding For Mass Care and Shelter Supplies

I. Purpose

This Memorandum of Understanding (MOU) is made and entered into by County of Mono (County) and the California Department of Social Services (CDSS).

CDSS understands there exists a great potential for a natural disaster or catastrophic event capable of producing Mass Care and Sheltering needs that may overwhelm local and regional capability. CDSS is working in partnership with counties throughout the state to provide offered and requested State Mass Care and Shelter supplies for counties to be prepared and have available, sufficient supplies to meet estimated community needs resulting from a natural disaster or catastrophic event.

In preparation for such events, CDSS is offering the County, without monetary obligation, State Mass Care and Shelter supplies for the County to store and maintain to respond to a natural disaster or catastrophic event. The County may provide access and use of the supplies to cities within the County and to surrounding counties in the Mutual Aid Region (MAR) (Region VI) to accommodate their need for emergency sheltering.

II. Agreement of Cooperation

Under this MOU, the County agrees to allow each county in MAR VI to request and have access to the Mass Care and Shelter supplies and equipment warehoused by the County. The County agrees to make the items available to other counties in a manner determined by the County, in the spirit of cooperation and mutual aid, upon request and authorization of CDSS.

The County understands and agrees that the supplies and equipment may only be used for the stated purposes set forth in the MOU.

CDSS and the County agree as follows:

- 1. The County may request and CDSS will provide Mass Care and Shelter supplies that the County will store and maintain for the stated purposes set forth in this MOU and be responsible for all costs associated with the storage.
- 2. The County is authorized to enter into sub-agreements to release or reassign supplies and equipment or directly provide supplies and equipment without agreement to cities or other counties within MAR (Region VI) that may request Mass Care and Shelter supplies and equipment through surrounding MAR VI counties in accordance with the Standardized Emergency Management System (SEMS).

- 3. In the event of an emergency situation, the County may retain priority use of the locally stored sheltering supplies under this MOU and will update CDSS on the used inventory count to maintain accurate inventory numbers.
- 4. Accurate records and documents related to Mass Care and Shelter supplies and equipment assistance will be maintained by the County and provided to CDSS whenever the provided inventory counts change pursuant to use or provision to a city or other requesting county.
- 5. Operational policies and procedures and contact lists shall be developed by the County and provided to CDSS and MAR (Region VI) Mass Care and Shelter contacts of each county.
- 6. CDSS and the County may terminate its participation in this MOU upon ninety (90) days advance written notice to the other party.
- 7. This MOU shall in no way affect or have any bearing on any preexisting resource assistance or mutual aid contracts between the County and any other entity.
- 8. This MOU does not relieve the County or any other entity signing a subagreement with the County from the necessity and obligation of using its own resources for furnishing emergency Mass Care and Shelter services within any part of its jurisdiction.
- 9. The County assumes any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or losses arising from any negligent acts or omissions or willful misconduct related to the storage, maintenance, and use of the supplies.
- 10. The County shall require in its sub-agreements that the entity provided Mass Care and Shelter supplies shall assume any and all responsibility to inspect and maintain the assets monthly.

III. Miscellaneous

Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation set forth in this MOU. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

IV. Signatures

California Department of Social Services

Print Name:	JR ANTABLIAN
Title:	Branch Chief, Disaster Services
Signature:	
Date:	

Mono County Representative

Print Name:	BOB GARDNER
Title:	Chair, Mono County Board of Supervisors
Signature:	
Date:	



REGULAR AGENDA REQUEST

💻 Print

MEETING DATE July 5, 2022

Departments: Community Development

TIME REQUIRED 5 minutes

SUBJECT Cannabis Delivery in Unincorporated Areas of Mono County

PERSONS APPEARING BEFORE THE BOARD Michael Draper, Planning Analyst II

AGENDA DESCRIPTION:

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

Proposed ordinance continuing temporary suspension of prohibition on cannabis delivery established by Mono County Code Section 5.60.140(L) until public outreach and input occur and a long-term policy either allowing or prohibiting cannabis delivery is implemented by the County.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

This ordinance continues and expands opportunities for unincorporated Mono County Cannabis operators to collect revenues, which brings an incremental increase in cannabis tax revenues to the County.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 7606483270 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

🗆 YES 🔽 NO

ATTACHMENTS:

Click to download <u>Staff report</u>

History

D Ordinance

Time 6/29/2022 6:32 PM Who County Counsel **Approval** Yes

6/29/2022 12:33 PM	Finance	Yes
6/30/2022 8:25 PM	County Administrative Office	Yes

County Counsel Stacey Simon

Assistant County Counsel Christopher L. Beck Anne L. Frievalt

Deputy County Counsel Emily R. Fox

Law Clerk Scott Pease

OFFICE OF THE COUNTY COUNSEL Mono County

Telephone 760-924-1700

South County Offices P.O. BOX 2415 MAMMOTH LAKES, CALIFORNIA 93546 Risk Manager Jay Sloane

> Paralegal Kevin Moss

To:	Board of Supervisors
From:	Stacey Simon, County Counsel
Re:	Ordinance memorializing temporary suspension of Mono County Code section 5.60.140(L)

Recommended Action

Introduce, read title and waive further reading of proposed ordinance continuing the temporary suspension of the prohibition on cannabis delivery established by Mono County Code Section 5.60.140(L) until public outreach and input occur and a long-term policy (either prohibiting or allowing cannabis delivery) is implemented.

Strategic Plan Focus Areas Met

A Thriving EconomySafe and Healthy CommunitiesSustainable Public LandsWorkforce & Operational Excellence

Discussion

At its meeting on June 21, 2022, the Board directed staff to return with an ordinance to memorialize the temporary suspension of subdivision (L) of Section 5.60.140 of the Mono County Code in order to continue to allow cannabis delivery within unincorporated Mono County by licensed cannabis retailers until such time as public outreach occurs and the County implements a longer-term policy regarding cannabis delivery.

This item implements the Board's direction.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1704 or Wendy Sugimura at 760-924-1814.



ORDINANCE NO. ORD22-___

AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS TEMPORARILY SUSPENDING THE PROHIBITION ON CANNABIS DELIVERY WITHIN UNINCORPORATED MONO COUNTY ESTABLISHED BY MONO COUNTY CODE SECTION 5.60.140(L) TO ENABLE PUBLIC OUTREACH AND INPUT INTO A LONG-TERM DECISION BY THE COUNTY ON SUCH DELIVERY

WHEREAS, Mono County Code Section 5.60.140(L), enacted by the Board of Supervisors in 2018, prohibits the delivery of cannabis or cannabis products by a licensee to a consumer within the unincorporated area of the County; and

WHEREAS, in response to the worldwide COVID-19 pandemic beginning in early 2020, various state executive orders and proclamations and state and local health officer orders limited the ability of the public to gather in indoor spaces or to circulate in public (collectively "the stayat-home orders") in order to slow the spread of the disease; and

WHEREAS, while the stay-at-home-orders were in effect, Mono County temporarily suspended application of the prohibition on cannabis delivery set forth in 5.60.140(L) of the Mono County Code in order to ensure that it's residents could safely and legally continue to access cannabis products provided by permitted cannabis retailers; and

WHEREAS, after the stay-at-home orders were lifted, the County continued to allow cannabis delivery within the unincorporated areas, and directed staff to commence a public process to obtain input from the County's communities regarding whether the County should implement a permanent change to the Mono County Code to allow for ongoing delivery; and

WHEREAS, the Board of Supervisors wishes to continue, and to memorialize by ordinance, the existing and ongoing suspension of the prohibition on cannabis delivery as set forth in Mono County Code Section 5.160.140(L), until such time as that community process has been completed and a final decision regarding cannabis delivery has been made and taken effect;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS that:

SECTION ONE: Subdivision (L) of Section 5.60.140 of the Mono County Code, which currently provides in part that: "[t]he delivery of any cannabis or cannabis products by a licensee to a consumer is prohibited within the unincorporated area of the County" is hereby suspended.

1 2	SECTION TWO : The suspension enacted by Section One of this Ordinance shall remain in effect until such time as the Board of Supervisors makes a final decision regarding whether to allow cannabis delivery within unincorporated Mono County and such decision is in effect.
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 SECTION THREE: The Community Development Director is hereby authorized, within her discretion, to allow businesses to make temporary modifications to their operations in order to engage in cannabis delivery without the requirement to obtain a use permit or use permit modification provided: A. The temporary modification meets all applicable requirements of the Mono County General Plan; B. The temporary modification and any placement of temporary structures or signs does not interfere with public safety, including but not limited to, pedestrian and vehicular right-of-way; C. All temporary operations comply with applicable State standards; E. All businesses implementing modifications understand and agree that all modifications allowed pursuant to this Ordinance are strictly temporary and must be removed on a date established by the Community Development Director unless the Board of Supervisors makes a final decision allowing cannabis delivery within unincorporated Mono County; and F. Modifications that create a nuisance or are not in compliance with standards under the Mono County General Plan are to be removed promptly. SECTION FOUR: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish it in the manner prescribed by Government Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take effect until 30 days after the date of publication.
20 21	PASSED, APPROVED and ADOPTED this 12 th day of July, 2022, by the following vote, to wit:
22	AYES:
23	NOES:
24	ABSENT:
25	ABSTAIN:
26	
27	Bob Gardner, Chair Mono County Board of Supervisors
28	
29	ATTEST: APPROVED AS TO FORM:
30	
31	Clerk of the Board County Counsel
32	
	- 2 -



REGULAR AGENDA REQUEST

💻 Print

MEETING DATE July 5, 2022

Departments: CAO and Sustainable Recreation

TIME REQUIRED 10 minutes

SUBJECT Cal Trans - District Maintenance Agreement PERSONS APPEARING BEFORE THE BOARD Robert C. Lawton, CAO and Stacey Simon, County Counsel

AGENDA DESCRIPTION:

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

Proposed contract with Cal Trains District 9 pertaining to deployment, servicing, and maintenance of dumpsters and restrooms along Cal Trans District 9 managed Rights of Way in Mono County. The Clean California program is invested in "removing litter, creating jobs, educating the public and engaging the community to transform unsightly roadsides into spaces of pride for all Californians." This district maintenance agreement will provide Mono County with up to \$100,100 for the deployment, servicing, and maintenance of portable restroom and dumpster facilities along Cal Trans managed Right of Ways in Mono County. This agreement is intended to compliment the Dispersed Camping Collaborative and Camp Like a Pro action plan(s) to "protect our public lands from fires, trash, and trampling" and will be located in high use dispersed camping and popular day-use recreation areas.

RECOMMENDED ACTION:

Approve and authorize the Public Works Director to sign proposed contract. Authorize the Public Works Director, in consultation with County Counsel, to administer contract. This authorization shall include making minor adjustments to said contract from time to time as the Public Works 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: John Craig, Assistant CAO

PHONE/EMAIL: 760-932-5414 / jcraig@mono.ca.gov

SEND COPIES TO:

jcraig@mono.ca.gov; kjulian@mono.ca.gov

MINUTE ORDER REQUESTED:

🔽 YES 🗖 NO

ATTACHMENTS:

Click to download

Staff Report

D <u>Contract</u>

History

Time	Who	Approval
6/30/2022 8:20 PM	County Counsel	Yes
7/1/2022 9:45 AM	Finance	Yes
7/1/2022 9:46 AM	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 • <u>monopw@mono.ca.gov</u> • <u>www.monocounty.ca.gov</u>

To:	Honorable Board of Supervisors
From:	Matthew Paruolo, Eastern Sierra Sustainable Recreation Coordinator
Date:	July 5, 2022
Subject:	Clean CA Maintenance Agreement

Recommended Actions

1. Approve and authorize the County Administrative Officer to sign proposed contract. Authorize the County Administrative Officer, in consultation with County Counsel, to administer contract. This authorization shall include making minor adjustments to said contract from time to time as the County Administrative Officer 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

No fiscal impact.

Discussion

The Clean California program is invested in "removing litter, creating jobs, educating the public and engaging the community to transform unsightly roadsides into spaces of pride for all Californians." This district maintenance agreement will provide Mono County with up to \$100,100 for the deployment, servicing, and maintenance of portable restroom and dumpster facilities along Cal Trans managed Right of Ways in Mono County. This agreement is intended to compliment the Dispersed Camping Collaborative and Camp Like a Pro action plan(s) to "protect our public lands from fires, trash, and trampling" and will be located in high use dispersed camping and popular day-use recreation areas.

This agreement is for one year, not to exceed \$100,100. This agreement may be considered for renewal by both parties in subsequent funding cycles based on availability of funding and the monitored success of this pilot-program. The agreement will be administered by the Sustainable Recreation division (in-kind staff time). No fiscal impact.

Please note that the County Counsel suggested minor changes to the standard agreement supplied by Cal Trans and the refused to consider the comments. Because of expediency of this program, County Counsel suggested bringing it to the board for consideration and discussion as is, giving her an opportunity to explain her revisions that were denied by the grantor.

Please direct questions about this report to the Assistant CAO John Craig or County Counsel Stacey Simon

CLEAN CALIFORNIA MAINTENANCE AGREEMENT WITH THE COUNTY OF MONO

This CLEAN CALIFORNIA MAINTENANCE AGREEMENT ("AGREEMENT") is made by and between the State of California, acting by and through the Department of Transportation ("STATE"), and the County of MONO ("LOCAL AGENCY"); each may be referred to individually as a "PARTY" and jointly as "PARTIES".

RECITALS

- 1. This AGREEMENT will identify the specific maintenance functions STATE requests LOCAL AGENCY to perform in the STATE right of way, including highway and freeway areas situated within LOCAL AGENCY'S jurisdictional limits as authorized in Streets and Highways Code Section 130.
- 2. Pursuant to the "Clean California Beautification Program of 2021," the PARTIES desire to identify specific mission-critical maintenance services LOCAL AGENCY will perform on and around STATE right of way situated within LOCAL AGENCY's jurisdictional limits.

OPERATIVE PROVISIONS

- 1. **Maintenance Services.** To the extent that staffing, resources and LOCAL AGENCY priorities allow, LOCAL AGENCY shall install, or provide for the installation of, portapotties and dumpsters, which will have the effect of reducing the disposal of litter, debris, and waste at the State Route(s) (SR), post miles (PM) and approximate mile lengths (STATE Right of Way) set forth in Exhibit A. LOCAL AGENCY shall service, or provide for the servicing of, the porta-potties and dumpsters which LOCAL AGENCY furnishes under this AGREEMENT as set forth below ("maintenance services").
- 2. **Maintenance Standards.** LOCAL AGENCY shall perform all maintenance services in compliance with the provisions of Streets and Highways Code Section 27, and in accordance with California and federal laws and regulations and STATE policies, procedures and specifications in effect and as amended, and applicable municipal ordinances.
- 3. **Prior Maintenance Agreements**. The PARTIES agree that this AGREEMENT does not supersede the PARTIES' existing Delegated Maintenance Agreement or other maintenance agreements, if any.
- 4. **Maintenance Areas.** LOCAL AGENCY shall only perform maintenance services in the STATE Right of Way locations described in Exhibit A and listed in Exhibit B.
- 5. Amendment to Agreement. Changes to LOCAL AGENCY's maintenance services covered in this AGREEMENT may be made by each PARTY executing amended Exhibits A and B and/or executing additional pages to Exhibits A and B that shall be attached to this AGREEMENT and will supersede the original Exhibits A and B. Otherwise, this AGREEMENT may only be amended by a written agreement executed by both PARTIES. STATE's District Maintenance Agreement Coordinator (DMAC) must obtain prior written

approval of any amendments from the District 9 Deputy Director of Maintenance before such amendments may become effective and enforceable under this AGREEMENT.

6. Party Representatives and Notices.

LOCAL AGENCY's Project Manager is: Kevin Julian, or as otherwise designated in writing by LOCAL AGENCY

STATE's DMAC (or other title) is: Terry Erlwein

All notices, document submittals and invoices required under this AGREEMENT shall be deemed to have been fully given when made in writing and received by the PARTIES at their respective addresses as follows:

LOCAL AGENCY

Attn: Name of Project Manager: Kevin Julian, or as otherwise designated in writing by LOCAL AGENCYAddress: Post Office Box 457City, Zip: Bridgeport, CA 93517

STATE

Attn: Name of DMAC (or other title): Terry Erlwein Address: 500 South Main Street City, Zip: Bishop, CA 93514

7. Excluded Maintenance Activities.

- 7.1 Unsheltered Encampment Relocation. Unless deemed necessary by the Mono County Sheriff for law enforcement/public safety reasons and carried out by the Sheriff's department, LOCAL AGENCY shall not engage in any activities to relocate any persons experiencing homelessness who are situated within STATE Right of Way. LOCAL AGENCY shall comply with the processes and procedures set forth in STATE's "Interim Guidance on Encampments, Prioritizing and Addressing Encampments on Caltrans-owned Property," dated July 2021, and as may be amended during the term of this AGREEMENT (Interim Guidance).
- 7.2 **Abandoned Encampments.** If LOCAL AGENCY encounters abandoned homeless encampments at or within STATE Right of Way, LOCAL AGENCY shall comply with the processes and procedures set forth in STATE's Interim Guidance, including but not limited to coordination with STATE and the local California Highway Patrol. This section shall not apply to law enforcement/public safety activities carried out by the Mono County Sheriff.
- 7.3 **Hazardous Material Clean up**. LOCAL AGENCY shall not engage in any hazardous material clean-up activities. If LOCAL AGENCY encounters any hazardous materials, including but not limited to bloodborne pathogens, biological waste, feces, syringes, needles, sharp objects or unknown substances during maintenance services performed

under this AGREEMENT, LOCAL AGENCY shall immediately contact STATE's District Hazardous Material Manager for appropriate action.

- 7.4 **Weed Abatement.** LOCAL AGENCY shall not perform any weed abatement, remove overgrown brush, trees, grass and limbs or conduct any spraying, grading, mowing or discing for any maintenance services within STATE Right of Way.
- 8. **Maintenance Service Schedule.** LOCAL AGENCY shall provide STATE's District 9 Area Maintenance Superintendent, Clint Weier at least twenty-four (24) hour prior telephone or email notice before performing any maintenance services under this AGREEMENT. His/her email and phone number are: 760-937-3261, <u>clint.weier@dot.ca.gov</u>. LOCAL AGENCY shall provide the DMAC identified in this AGREEMENT with a dumpster and porta-potty servicing schedule. Maintenance services shall be performed between the hours of 6:00 am and 6:00 pm and may be performed on weekends and holidays if necessary. LOCAL AGENCY must request through the DMAC (or other title) a prior written approval from STATE's District Maintenance Supervisor to perform any maintenance services before 6:00 am or after 6:00 pm.
- 9. Authorized Reimbursement. The functions and levels of maintenance services delegated to LOCAL AGENCY in the attached Exhibits A and B and amounts appropriated to STATE pursuant to the Clean California Beautification Program of 2021 have been considered in setting authorized total dollar amounts. LOCAL AGENCY may perform additional work if desired, but STATE will not reimburse LOCAL AGENCY for any work in excess of the authorized dollar limits established herein.
- 10. **Cost Reimbursement**. STATE shall reimburse LOCAL AGENCY for LOCAL AGENCY's actual and necessary costs incurred to perform the maintenance services under this AGREEMENT; provided, however, that STATE's reimbursement shall not exceed the maximum authorized expenditures listed in Exhibit B.
 - 11.1 **Amendment to Approved Expenditures**. Upon LOCAL AGENCY's written request, the expenditures per route for maintenance services set forth in Exhibits A and B may be increased, decreased, or redistributed between routes pursuant to the PARTIES executing an appropriate amendment in accordance with section 5 above. All such adjustments must be authorized in writing by the District Director or his/her authorized representative.
 - 11.2 **Term of Expenditures.** Additional expenditures or an adjustment of expenditures once authorized shall apply only for the term of this AGREEMENT and shall not be deemed to permanently modify or change the basic maximum expenditures per route as specified in Exhibits A and B. Any expenditure adjustments shall not affect or alter any other terms of this AGREEMENT.

11. Billing, Payment and Reporting.

12.1 **Billing Date.** LOCAL AGENCY shall submit billing invoices to STATE's DMAC (or other title) each (month/quarter) beginning after the first (month/quarter) LOCAL AGENCY has performed maintenance services under this AGREEMENT. LOCAL

AGENCY shall not submit billing invoices for reimbursement of costs less than \$500 more than once each quarter. LOCAL AGENCY shall also submit billing invoices promptly following the close of STATE's fiscal year on each June 30th.

12.2 **Billing Submission Format.** Each billing invoice shall include all of the following:

- (a) STATE's Clean California Program Code: CLEANCADMA;
- (b) AGREEMENT number; 09-22-101
- (c) Date(s) of services;
- (d) Location of services;
- (e) Number of hours and hourly rates;
- (f) Receipts for trash disposal;
- (g) Receipts for equipment, materials and supplies; and
- (h) LOCAL AGENCY's Performance Report that includes the information required under section 15 of this AGREEMENT.

STATE shall pay LOCAL AGENCY for the maintenance services satisfactorily performed in accordance with the rates and schedules in Exhibits A and B.

- 12. **Successors**. This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES' successors-in-interest, including, but not limited to any public entity to whom any part of the STATE Right of Way covered under this AGREEMENT may be relinquished and any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits.
- 13. Encroachment Permits. Before LOCAL AGENCY may enter STATE Right of Way to perform any maintenance services in the areas covered by this AGREEMENT, STATE's District 9 Encroachment Permit Office must issue an initial encroachment permit at no cost to LOCAL AGENCY. LOCAL AGENCY must obtain additional encroachment permits, if necessary, to enter or perform any work within STATE right of way not covered by this AGREEMENT. STATE will issue these additional encroachment permits at no cost to LOCAL AGENCY. LOCAL AGENCY's contractors and sub-contractors must apply for and be issued separate encroachment permits before they may enter STATE Right of Way to perform any maintenance or work under this AGREEMENT.
- 14. **Performance Monitoring.** LOCAL AGENCY shall prepare a Performance Report to record and report the maintenance services performed at each site and location set forth in Exhibits A and B. This Performance Report shall include porta-potty and dumpster quantities and servicing schedule. The DMAC (or other title i.e; RESOURCE MANAGER) may also request that LOCAL AGENCY provide photographs of the sites taken before and after LOCAL AGENCY's maintenance services are performed.
- 17. **Safety and Worker Compliance.** LOCAL AGENCY shall be solely responsible for crew pay, workers compensation and any other benefits required by state and federal law. Subcontractors and crew members are not considered STATE's employees at any time.

LOCAL AGENCY shall comply with all applicable State and Federal statutes and regulations governing worker and public safety, including but not limited to compliance with CAL-OSHA regulations and guidelines. LOCAL AGENCY shall make arrangements through the DMAC if traffic controls, flags, signs, or lane closures are necessary to safely perform any maintenance services.

18. Equipment and Supplies. LOCAL AGENCY shall provide the necessary equipment, tools, personal protective equipment, materials, supplies and products necessary to perform the maintenance services under this AGREEMENT. STATE shall reimburse LOCAL AGENCY for the reasonable costs of such equipment and supplies not to exceed the authorized expenditures set forth in Exhibit B.

19. Legal Relations and Responsibilities.

- 19.1 **No Third-party Beneficiaries**. This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to this AGREEMENT, nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the maintenance of STATE highways different from the standard of care imposed by law.
- 19.2 **Indemnification.** Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY under this AGREEMENT. LOCAL AGENCY shall fully defend, indemnify, and save harmless STATE and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors and/or its agents pursuant to this AGREEMENT.

Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. STATE shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by STATE under this Agreement.

- 19.3 **Work-related Injuries.** If a LOCAL AGENCY-assigned crew member is injured while performing maintenance services under this AGREEMENT, LOCAL AGENCY or its designated subcontractor shall be responsible for ensuring the crew member is given prompt medical care and treatment and, if necessary, transportation to a medical facility. LOCAL AGENCY or its designated subcontractor shall administer any injury and workers compensation claims. LOCAL AGENCY shall notify the DMAC (or other title) within twenty-four (24) hours when any such incident has occurred.
- 20. **Prevailing Wages and Labor Compliance.** LOCAL AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for public works or maintenance contracts and

subcontracts executed for the LOCAL AGENCY's maintenance services under this AGREEMENT.

21. **Self-Insured**. LOCAL AGENCY is self-insured. LOCAL AGENCY shall deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury and property damage liability, in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess by delivering a Letter Certifying Self-Insurance. The Letter of Self-Insurance must be substantially in the form of Exhibit C and identify the AGREEMENT number, and location as depicted in Exhibits A and B. LOCAL AGENCY shall provide the original Letter Certifying Self-Insurance as a condition to STATE's execution of this AGREEMENT. A copy of the original letter shall be attached to this AGREEMENT as Exhibit C.

Self-Insured using Contractor. If the work performed under this AGREEMENT is done by LOCAL AGENCY's contractor(s), LOCAL AGENCY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. LOCAL AGENCY shall provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE.

- 22. **Budget Contingency**. STATE's payments to LOCAL AGENCY are contingent upon the Legislature appropriating sufficient funds under the Budget Act, the allocation of funding by the Clean California State Beautification Program of 2021 as appropriate, and the encumbrance of funding to STATE's District Office.
- 23. **Termination**. This AGREEMENT may be terminated by the mutual written consent of each PARTY. STATE may terminate this AGREEMENT for convenience or for cause upon thirty (30) day prior written notice to LOCAL AGENCY. LOCAL AGENCY may terminate this AGREEMENT for convenience upon thirty (30) day prior written notice to STATE.
- 24. **Term of Agreement.** This AGREEMENT shall become effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT and shall expire on June 30, 2024, unless terminated or amended.
- 25. Authority. Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this AGREEMENT as authorized under Streets and Highways Code Sections 114 and 130. LOCAL AGENCY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority as required.
- 26. **Counterparts.** This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

27. **Electronic Signatures**. Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT, and shall have the same force and effect as manual signatures for this AGREEMENT.

THE LOCAL AGENCY OF	Mono County	STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION			
Dated: Maj	yor/Chairman	Dated:	District Deputy Director District		
INITIATED AND APPROVED:					
Dated: Loc	al Agency Clerk				

EXHIBIT A

Route No.	Length Miles	Description of Routing	Program Code
110.	willes		
395	Point	Place dumpster and portable toilet at PM 30.68,	CLEANCADMA
(NB)	Location	Mammoth Scenic Loop/395 Junction	
395	Point	Place dumpster and portable toilet at PM 62.5, Mono	CLEANCADMA
(SB)	Location	Lake Vista Point	
203	Point	Place dumpster and portable toilet at PM 8.37, State	CLEANCADMA
(EB)	Location	Route 203/395 Junction West	
395	Point	Place dumpster and portable toilet at PM 8.67 Route	CLEANCADMA
(NB)	Location	203/395 Junction East	
158 (SB)	Point	Place dumpster and portable toilet at PM 5.2, Fern	CLEANCADMA
	Location	Creek Trail Head	
395 (SB)	Point	Place dumpster and portable toilet at PM 36.5,	CLEANCADMA
	Location	Obsidian Dome Rd. Pull Out	
395	Point	Place dumpster and portable toilet at PM 36.5, Bald	CLEANCADMA
(NB)	Location	Mtn. Rd. Pull Out	
395 (SB)	Point	Place dumpster and portable toilet at PM 35.3,	CLEANCADMA
	Location	Deadman Summit	
395 (SB)	Point	Place dumpster and portable toilet at PM 9.28, Lower	CLEANCADMA
	Location	Rock Creek Trail Head	
158	Point	Place dumpster and portable toilet at PM 9.75, Grant	CLEANCADMA
(NB)	Location	Lake Pull Out	
108 (EB)	Point	Place dumpster and portable toilet at PM 15.09, Jct	CLEANCADMA
	Location	108/395	
395 (SB)	Point	Place dumpster and portable toilet at PM 80.57,	CLEANCADMA
	Location	395/Buckeye Rd Jct	
120W	Point	Place dumpster and portable toilet at PM 10.92, Tioga	CLEANCADMA
(EB)	Location	Pass Pull Out	

120E	Point	Place dumpster and portable toilet at PM 22.59, Mono	CLEANCADMA
(EB)	Location	Mills Pull Out	
158 (NB)	Point Location	Place dumpster and portable toilet at PM 0.12, June Lake Junction	CLEANCADMA
182	Point	Place dumpster and portable toilet at PM 4.43, State	CLEANCADMA
(SB)	Location	Route 182, Bridgeport Reservoir	
182	Point	Place dumpster and portable toilet at PM 5.83, State	CLEANCADMA
(SB)	Location	Route 182, E. Walker River	

Rev. 12/2021



Locations: South

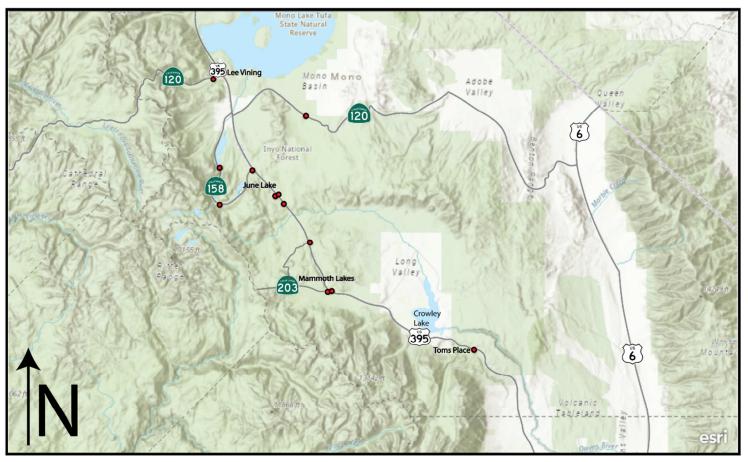


EXHIBIT B

BREAKDOWN & LISTING OF MAINTENANCE TASKS

Rte	Post Miles	Litter	Large Items	Graffiti	Traffic	Other	Maximum
No.		per Bag (EA)	Dumpsters	Sq. Ft.	Control	(EA) Portable Restrooms	Authorized Expenditures
108, 120, 158, 395	17 Point Locations	X	\$55,050.00	X	X	\$45,050.00	\$100,100.00
		Х	\$55,050.00	Х	Х	\$45,050.00	\$100,100.00

TOTAL MAXIMUM AUTHORIZED EXPENDITURES: \$100,100.00

EXHIBIT C

LETTER CERTIFYING COUNTY'S SELF-INSURED STATUS

May 3, 2022 Caltrans District 9 500 South Main Street Bishop, CA 93514

ATTN: Terry Erlwein

Re: Statement of Self-Insurance for COUNTY of Mono for Clean California Maintenance Agreement No 09-22-101 with California Department of Transportation for the placement of temporary restrooms and dumpsters along SR 395, 203, 158, 120, 108, and 182 at the point location and post miles identified in Appendix A.

Dear Caltrans:

This letter certifies that the COUNTY of Mono is self-insured and self-funded covering third-party claims arising out of its general operations (i.e.; commercial general liability and automobile liability insurance). Further, the COUNTY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the COUNTY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the COUNTY.

The COUNTY certifies its self-insured, general liability coverage for bodily injury and property damage liability, and meets the required coverage amounts in section 21 (Insurance) of the Clean California Maintenance Agreement, specifically general liability insurance, coverage of bodily injury and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

tag bare

Jay Sloane

Mono County Risk Manager



REGULAR AGENDA REQUEST

💻 Print

MEETING DATE July 5, 2022

TIME REQUIRED

SUBJECT

Closed Session - Existing Litigation

APPEARING BEFORE THE BOARD

PERSONS

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 case: County of Mono v. City of Los Angeles et al., Cal. Court of Appeal, First District, Case No.: A162590.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

🗖 YES 🔽 NO

ATTACHMENTS:

Click to download
No Attachments Available

History

Time	Who	Approval
6/29/2022 6:24 PM	County Counsel	Yes
6/27/2022 4:10 PM	Finance	Yes
6/30/2022 8:26 PM	County Administrative Office	Yes



REGULAR AGENDA REQUEST

Print

MEETING DATE July 5, 2022

TIME REQUIRED

SUBJECT

Closed Session - Exposure to 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 – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

🗖 YES 🔽 NO

ATTACHMENTS:

Click to download	
No Attachments Available	

HistoryTimeWhoApproval6/29/2022 6:24 PMCounty CounselYes6/27/2022 4:10 PMFinanceYes6/30/2022 8:23 PMCounty Administrative OfficeYes



REGULAR AGENDA REQUEST

💻 Print

MEETING DATE July 5, 2022

TIME REQUIRED		PERSONS
SUBJECT	Closed Session - Labor Negotiations	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): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, 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 Sheriff's Association. Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

🗖 YES 🔽 NO

ATTACHMENTS:

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No Attachments Available

History

Time

Who

Approval



REGULAR AGENDA REQUEST

🖃 Print

MEETING DATE July 5, 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
6/29/2022 12:28 PM	County Counsel	Yes
6/27/2022 4:10 PM	Finance	Yes
6/30/2022 8:22 PM	County Administrative Office	Yes