



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.
Teleconference Only - No Physical Location

Regular Meeting February 2, 2021

TELECONFERENCE INFORMATION

As authorized by Governor Newsom's Executive Order, N-29-20, dated March 17, 2020, the meeting will be held via teleconferencing with members of the Board attending from separate remote locations. This altered format is in observance of recommendations by local officials that precautions be taken, including social distancing, to address the threat of COVID-19.

Important Notice to the Public Regarding COVID-19

Based on guidance from the California Department of Public Health and the California Governor's Officer, in order to minimize the spread of the COVID-19 virus, please note the following:

1. Joining via Zoom

There is no physical location of the meeting open to the public. You may participate in the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/94564350697>

Or visit <https://www.zoom.us/> click on "Join A Meeting" and use the Zoom Meeting ID 945 6435 0697.

To provide public comment (at appropriate times) during the meeting, press the "**Raise Hand**" button on your screen.

To join the meeting by telephone:

Dial (669) 900-6833, then enter Webinar ID 945 6435 0697.

To provide public comment (at appropriate times) during the meeting, press *9 to raise your hand.

2. Viewing the Live Stream

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=8c4d8d56-9aa6-4b8a-ace3-1fbaaecbf14a

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact Shannon Kendall, Clerk of the Board, at (760) 932-5533. 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).

ON THE WEB: You can view the upcoming agenda at <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

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. Reappointment to County Service Area #1 Advisory Board

Departments: Clerk of the Board

The County Service Area #1 (CSA1) Board of Directors recommends the reappointment of Denise Perpall to its Board effective February 2, 2021, for a term expiring November 30, 2024.

Recommended Action: Appoint Denise Perpall to the CSA1 Board effective February 2, 2021, for a term expiring November 30, 2024.

Fiscal Impact: None.

B. Antelope Valley Regional Planning Advisory Committee (AVRPAC) Appointment

Departments: Community Development Department

Antelope Valley Regional Planning Advisory Committee (AVRPAC) member Appointment. This is a recommendation to appoint Sally Rosen to the AVRPAC.

Recommended Action: Appoint Sally Rosen to a four-year term on the Antelope Valley Regional Planning Advisory Committee effective February 2, 2021, for a term expiring December 31, 2024, as recommended by Supervisor Peters.

Fiscal Impact: None.

C. Letter of Support for the Caltrans Sustainable Transportation Planning Grant Application

Departments: Community Development Department - Planning

The Planning Division will be submitting an application for a Caltrans Sustainable Transportation Planning Grant prior to February 12, 2021, for the purpose of planning multi-modal mobility and traffic calming measures between the Yosemite Area Transit System (YARTS) bus stop on State Route (SR) 120 and the town of Lee Vining. The project's focus will improving multi-modal connectivity in this corridor.

Recommended Action: Approve and sign the letter in support of the Planning Division's application for a Caltrans Sustainable Transportation Planning Grant.

Fiscal Impact: If awarded the grant, a 11.47% local match is required and may be in the form of an eligible in-kind contribution, such as staff time.

D. Letter of Support for Eastern Sierra Transit Authority's (ESTA) Federal Transit Administration (FTA) Section 5304 Grant Application for Sustainable Transportation Planning

Departments: Eastern Sierra Transit Authority

Letter of support for ESTA's FTA Section 5304 grant application for sustainable transportation planning.

Recommended Action: Approve and sign the letter in support of ESTA's FTA Section 5304 grant application for sustainable transportation planning.

Fiscal Impact: None.

E. Claim for Damages - Arlene Wright

Departments: Risk Management

Claim for damages filed by Arlene Wright for bodily injury outside of the jurisdiction or control of Mono County.

Recommended Action: Deny the claim and direct the Risk Manager, in consultation with County Counsel, to send the notice to the claimant of said denials.

Fiscal Impact: None.

F. Best Best & Krieger Engagement Letter

Departments: County Counsel

Proposed contract with the law firm of Best Best & Krieger, LLP pertaining to the provision of back-up legal services during the current period of vacancy in the County Counsel's Office. Advanced conflict waiver for potential future (but

currently unknown) conflicts which may arise in unrelated water law matters.

Recommended Action: Approve County entry into proposed engagement letter and authorize County Counsel to execute said contract on behalf of the County. Approve proposed advanced conflict waiver and authorize the County Counsel to execute. Provide any desired direction to staff.

Fiscal Impact: The contract limit is \$40,000. Funds will come from the County Counsel legal services budget and/or salary savings from the attorney vacancy in the County Counsel's office.

G. 2019-2020 Grand Jury Report Response

Departments: Public Works, IT, Sheriff

Response to request for information from the 2020-21 Mono County Grand Jury.

Recommended Action: Approve proposed letter to Mono County Grand Jury responding to its January 13, 2021 request for Board response to the 2019-20 Grand Jury Report.

Fiscal Impact: None.

H. Emergency Guardrail Replacement - Justification for Continued Emergency

Departments: Public Works - Roads

Update on the Emergency Guardrail replacement project on Eastside Lane and North River Lane and finding of continued emergency

Recommended Action:

1. Receive update on Eastside Lane and North River Lane emergency guardrail repair/replacement project.
2. As established by Public Contract Code Chapter 2.5, "Emergency Contracting Procedures," review the emergency action taken on Jan 5, 2021 and make a finding, based on substantial evidence set forth in this staff report and at the meeting, that the emergency continues to exist as to Eastside Lane and North River Lane, and that continuation of action to replace the damaged guardrail on both roads is necessary to respond to the emergency. [4/5th Vote Required.]
3. Delegate to the Mono County Road Operations Superintendent the authority to continue to procure the necessary equipment, services, and supplies for the emergency guardrail replacement on Eastside Lane and North River Lane, without giving notice for bids to let contracts, including executing any agreements or contracts for the construction or repair of the damaged/destroyed guardrails. [4/5th Vote Required.]

Fiscal Impact: The total cost of the emergency repair/replacement of the Eastside Lane and North River Lane guardrails is approximately \$160,000. The emergency projects are eligible for 75% funding via the California Disaster Assistance Act (CDAA) Program administered by the Governor's Office of

Emergency Services (CalOES). The LTC approved using transportation funding for the remaining 25% County match.

I. Agreement with Inyo County for Senior Service Funds

Departments: Social Services

The County of Inyo-Eastern Sierra Area Agency on Aging (ESAAA) Program provides revenues to the County of Mono for the provision of senior services. Senior services offered by Mono County include Nutrition Programs (Congregate and Home Delivered Meals); senior center activities; transportation and assisted transportation; and information and assistance to seniors throughout Mono County. This Agreement mirrors the State four-year plan cycle, with contingencies for annual updates and changes.

Recommended Action: Approve the proposed Agreement with Inyo County for the provision of senior services by Mono County for an initial one-year period of July 1, 2020 through June 30, 2021 with three options to extend the Agreement for additional one-year periods through June 30, 2024; and authorize the Board Chair to execute the Contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: The total Agreement amount for July 1, 2020 through June 30, 2024 is not-to-exceed \$600,000; the current Fiscal Year 2020/21 allocation is \$110,351 not including one-time-only funds which will be included later this year when they become available.

J. Mono County Behavioral Health Recommendation to Hire Clinical Supervisor at D Step

Departments: Behavioral Health

In an effort to fill its vacant Clinical Supervisor position, the Behavioral Health Department recommends hiring the successful candidate at a D step. This recommendation accounts for years of experience in the field and will assist in recruiting a highly qualified candidate in this difficult-to-recruit position. The position is on the Department's allocation list in the 82 range.

Recommended Action: 1) Authorize Hiring Clinical Supervisor at D Step; 2) Provide any desired direction to staff.

Fiscal Impact: Despite hiring at the 82D step (salary of \$98,682 per year), Mono County Behavioral Health will still see a salary savings of \$11,600 per year (not including benefits), as the staff member who previously held the position was at an E step (salary of \$103,616 per year) with longevity (\$6,669 per year). The salary and benefits of this position are paid for through a combination of Mental Health and Mental Health Services Act funding.

K. Drug Medi-Cal Contract
Departments: Behavioral Health

Proposed contract with California Department of Health Care Services pertaining to Drug Medi-Cal services for substance abuse treatment in Mono County.

Recommended Action: Approve County entry into proposed contract and authorize Robin K. Roberts, Director of Mono County Behavioral Health to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: There is no fiscal impact to the County General Fund. MCBH will be reimbursed for Drug Medi-Cal allowable expenses up to \$500,000 per year.

L. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 12/31/2020.

Recommended Action: Approve the Treasury Transaction Report for the month ending 12/31/2020.

Fiscal Impact: None.

M. Quarterly Investment Report

Departments: Finance

Investment Report for the Quarter ending 12/31/2020.

Recommended Action: Approve the Investment Report for the Quarter ending 12/31/2020.

Fiscal Impact: None.

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. Letter from Wildlife Conservation Board (WCB) re: Acquisition of Fee Title Over 160 Acres of Wildlife Habitat Located in Mono County

The California Department of Fish and Wildlife (CDFW), through the Wildlife Conservation Board (WCB), is involved in a land acquisition program focused on the long-range protection and enhancement of habitat for fish and wildlife. The CDFW identifies sites considered for acquisition in response to public interest, legislative mandate and departmental goals. The WCB will consider the acquisition of fee title over 160 acres of wildlife habitat located in Mono County at the February 25, 2021 WCB meeting.

B. Notice of Availability of a Final Supplemental Environmental Impact Report for the Casa Diablo IV Project

Notice of Availability (NOA) for the Casa Diablo IV Geothermal Power Plant Project Final Supplemental Environmental Impact Report (SEIR) and Notice of Rescission of the Certification of the 2014 Final EIR for the Casa Diablo IV Geothermal Power Plan Project published January 27, 2021.

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

1 hour

(Robert C. Lawton, CAO, Dr. Tom Boo, Mono County Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health.

Recommended Action: None, informational only.

Fiscal Impact: None.

B. Mountain View Fire Update

20 minutes

(Justin Nalder, EOC Director) - Update on the Mountain View Fire in Walker, California.

Recommended Action: Receive update from Incident Command for the Mountain View Fire and involved staff regarding impacts of the fire, recovery efforts, County response, debris removal and related topics. Provide any desired direction to staff.

Fiscal Impact: No impact from this update.

C. Contract with Lionakis in Support of Bridgeport Jail Project

Departments: Public Works

15 minutes

(Tony Dublino, Director of Public Works) - Proposed contract with Lionakis of Sacramento, CA for Architectural and Engineering services in support of the Bridgeport Jail project.

Recommended Action: Approve and authorize the Public Works Director to execute and administer a professional services agreement with Lionakis of Sacramento, California, to provide jail architecture and engineering services for

the new Jail in Bridgeport in an amount not to exceed \$2,797,113. This authorization shall include making minor amendments to said agreement from time to time as the Public Works Director may deem necessary, provided such amendments do not substantially alter the scope of work or budget and are approved as to form and legality by County Counsel.

Fiscal Impact: The total contract limit is \$2,797,113. Of this amount, a total of \$1,010,493 (phases I-II) is covered by local funds set aside in the Criminal Justice Facility Capital Projects Fund, and will count towards the County's match requirements. The remaining costs of \$1,786,620 (phases III - V) is covered by reimbursement from the \$25,000,000 SB844 Grant awarded to the County by the State. The cost of this initial phase has been included in the approved FY 2020-21 Budget.

D. Memorandum of Understanding for the Proposed Permanent Supportive Housing Project

Departments: Behavioral Health

20 minutes (10 minute presentation, 10 minute discussion)

(Amanda Greenberg, Behavioral Health Program Manager) - Presentation by Amanda Greenberg regarding the Memorandum of Understanding between Mono County Behavioral Health; Pacific West Communities, Inc.; Mammoth Lakes Pacific Associates, a California Limited Partnership; and Buckingham Property Management for the Proposed Permanent Supportive Housing Project.

Recommended Action: (1) Approve and authorize Behavioral Health Director to sign the Memorandum of Understanding and associated exhibits for the proposed permanent supportive housing project; (2) Provide any desired direction to staff.

Fiscal Impact: None at this time. This Memorandum of Understanding commits MCBH to providing 20 years of supportive services at the proposed permanent supportive housing project with an annual budget of approximately \$176,500 per year to be paid for with MHSAs and other non-General Fund revenues. Of this total, \$168,959 is in-kind contribution of services provided by existing staff.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

9. CLOSED SESSION

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Dave Butters, Janet Dutcher, and Dave Wilbrecht. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public

Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). 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.

D. 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.

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

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. REGULAR AGENDA - AFTERNOON

A. Update on the Board of Supervisors' Resolution R20-93 Recognizing Racism as a Public Health Crisis and Affirming Mono County's Commitment to Building Racial Equity and Reducing Disparity

Departments: CAO/Board

Item scheduled to start at 1:00 PM (30 minutes)

(David Wilbrecht, Special Projects Manager, Robert C Lawton, CAO) - On October 13, 2020, the Mono County Board of Supervisors unanimously approved Resolution R20-93, Recognizing Racism as a Public Health Crisis and Affirming Mono County's Commitment to Building Racial Equity and Reducing Disparity. Staff will provide an update on actions taken and next steps.

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

Fiscal Impact: None.

B. Implicit Bias Training

Departments: Board of Supervisors

Item scheduled to start at 1:30 PM (1.5 hours)

(Dr. Rita Cameron Wedding) - The Board of Supervisors approved Resolution R20-93 unanimously on October 13, 2020. As a further step to implement Resolution R20-93, the County has initiated training on implicit bias by Dr. Rita Cameron Wedding.

Recommended Action: None, informational only.

Fiscal Impact: No General Fund impact for this training. The training is funded through the Probation Department at a cost of \$2,700. At the Mid-Year Budget, a proposed budget for training and implementation of Resolution 20-93 forming the Justice, Equity, Diversity, and Inclusion Commission will be presented.

12. 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 February 2, 2021

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Reappointment to County Service
Area #1 Advisory Board

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The County Service Area #1 (CSA1) Board of Directors recommends the reappointment of Denise Perpall to its Board effective February 2, 2021, for a term expiring November 30, 2024.

RECOMMENDED ACTION:

Appoint Denise Perpall to the CSA1 Board effective February 2, 2021, for a term expiring November 30, 2024.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Minute Order</p>

History

Time	Who	Approval
1/28/2021 12:35 PM	County Counsel	Yes
1/28/2021 11:19 AM	Finance	Yes
1/28/2021 3:39 PM	County Administrative Office	Yes



COUNTY SERVICE AREA #1

Television Service

CROWLEY LAKE - LONG VALLEY

Post Office Box 3861
Mammoth Lakes, CA 93546

MINUTE ORDER 2021-01

At the January 26, 2021 regular Board meeting of Mono County Service Area No. 1, motion was made by John Connolly to recommend to the Board of Supervisors the reappointment of Denise Perpall to the Board of Mono County Service Area No. 1 for a four-year term expiring 11/30/2024. Rick Laborde seconded the motion and the Board voted as follows:

John Connolly – Yes

Rick Laborde - Yes

Denise Perpall – Yes

The motion was passed unanimously.

Attest:

A handwritten signature in blue ink, appearing to read "M. O'Connor", written over a horizontal line.

Marianne O'Connor
Secretary of the Board



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

Departments: Community Development Department

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Antelope Valley Regional Planning
Advisory Committee (AVRPAC)
Appointment

AGENDA DESCRIPTION:

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

Antelope Valley Regional Planning Advisory Committee (AVRPAC) member Appointment. This is a recommendation to appoint Sally Rosen to the AVRPAC.

RECOMMENDED ACTION:

Appoint Sally Rosen to a four-year term on the Antelope Valley Regional Planning Advisory Committee effective February 2, 2021, for a term expiring December 31, 2024, as recommended by Supervisor Peters.

FISCAL IMPACT:

None.

CONTACT NAME: April Sall

PHONE/EMAIL: 760-932-5423 / asall@mono.ca.gov

SEND COPIES TO:

asall@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Antelope Valley RPAC Appointment Staff Report
Rosen RPAC Application

History

Time	Who	Approval
1/27/2021 8:25 AM	County Counsel	Yes
1/14/2021 2:14 PM	Finance	Yes
1/28/2021 3:37 PM	County Administrative Office	Yes

Mono County Community Development Department

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

Planning Division

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

February 2, 2021

TO: Honorable Mono County Board of Supervisors
FROM: April Sall, Planning Analyst, for John Peters, District 4 Supervisor
RE: Antelope Valley RPAC Appointment

RECOMENDATION

Appoint Sally Rosen to a four-year term on the Antelope Valley Regional Planning Advisory Committee, expiring Dec. 31, 2024, as recommended by Supervisor Peters.

FISCAL IMPACT

No fiscal impacts are expected.

DISCUSSION

The Antelope Valley Regional Planning Advisory Committee (AVRPAC) may consist of up to 15 members and two seats are currently vacant. Since the last appointment of a member, two members resigned due to relocation or retirement. Supervisor Peters recommends appointing Sally Rosen to her first term to fill one of the currently vacant seats. The application for the proposed member is attached and includes a statement of community interests. With the seat filled, the AVRPAC will consist of 14 members. Terms last for four years and are to be staggered to facilitate smooth transitions. In this case, due to the timing of the application the term will be slightly less than a full four-year term. The following summarizes the status of appointments and AVRPAC membership:

Proposed appointment for term expiring December 31, 2024:

1. Sally Rosen

Existing Members

2. Arden Gerbig
3. Mark Langner
4. Don Morris
5. John Vannoy
6. Bruce Woodworth
7. Ned Welsh
8. Katy Buell
9. Charles Brown
10. Roger Donahue
11. Patti Hamic-Christensen
12. Debie Bush
13. Eric Edgerton

Term Expires

12-31-22
12-31-22
12-31-22
12-31-24
12-31-22
12-31-24
12-31-24
12-31-24
12-31-24
12-31-22
12-31-24
12-31-22

If you have questions regarding this matter, please contact April Sall at 760.932.5423 or Supervisor Peters.

ATTACHMENTS:

- Application for Sally Rosen

Mono County Regional Planning Advisory Committees

PO Box 347
Mammoth Lakes, CA 93546
760-924-1800 phone, 924-1801 fax
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760-932-5420 phone, 932-5431 fax
www.monocounty.ca.gov

MEMBERSHIP APPLICATION

Mono County Regional Planning Advisory Committees (RPACs) advise the Board of Supervisors and other decision-makers on local planning issues, the General Plan, and associated area/community plans. The RPACs serve as a community forum and information clearinghouse. Most RPACs meet evenings monthly or as-needed.

Please choose the RPAC in your area:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Antelope Valley | <input type="checkbox"/> June Lake CAC (Citizens Advisory Committee) |
| <input type="checkbox"/> Benton/Hammil | <input type="checkbox"/> Long Valley |
| <input type="checkbox"/> Bridgeport Valley | <input type="checkbox"/> Mono Basin |
| <input type="checkbox"/> Chalfant Valley | <input type="checkbox"/> Swall Meadows |

Name Sally Rosen

Address [REDACTED]

City/State/Zip Coleville, CA 96107

Phone (day) [REDACTED] Phone (eve) [REDACTED]

Email [REDACTED]

Occupation/Business Owner/operator of Walker Burger

Special interests or concerns about the community:

I was born and raised in this community and now I operate a business here. I am concerned about the business climate, fire, and tourism, and I would also like to see our area attract new residents as current residents are moving on/passing away.

Signature Sally Rosen Date 1/3/2021

Applications will be reviewed and recommended exclusively by the local supervisor. Recommended appointments are then considered and acted upon by the Board of Supervisors.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

Departments: Community Development Department - Planning

TIME REQUIRED

SUBJECT

Letter of Support for the Caltrans
Sustainable Transportation Planning
Grant Application

PERSONS

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Planning Division will be submitting an application for a Caltrans Sustainable Transportation Planning Grant prior to February 12, 2021, for the purpose of planning multi-modal mobility and traffic calming measures between the Yosemite Area Transit System (YARTS) bus stop on State Route (SR) 120 and the town of Lee Vining. The project's focus will improving multi-modal connectivity in this corridor.

RECOMMENDED ACTION:

Approve and sign the letter in support of the Planning Division's application for a Caltrans Sustainable Transportation Planning Grant.

FISCAL IMPACT:

If awarded the grant, a 11.47% local match is required and may be in the form of an eligible in-kind contribution, such as staff time.

CONTACT NAME: Michael Draper

PHONE/EMAIL: 760-924-1805 / mdraper@mono.ca.gov

SEND COPIES TO:

Michael Draper, Mdraper@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[staff report](#)

[Letter of Support](#)

History

Time	Who	Approval
1/28/2021 12:52 PM	County Counsel	Yes
1/28/2021 2:21 PM	Finance	Yes
1/28/2021 3:40 PM	County Administrative Office	Yes

Mono County Community Development Department

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

Planning Division

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

Date: February 2, 2021

To: **Honorable Mono County Board of Supervisors**

From: Michael Draper, CDD Planning Analyst

Re: **Letter of Support for Caltrans Sustainable Transportation Planning Grant application**

RECOMMENDATION

1. Approve and sign the Letter of Support and authorize the Board Chair to sign.

FISCAL IMPACT

If awarded the grant a 11.47% minimum local match is required, which will be funded by the Local Transportation Commission budget and therefore no impact to the General Fund is expected. In kind contributions are eligible for the match, including staff time from the primary application.

BACKGROUND/DISCUSSION

The California Department of Transportation (Caltrans) is currently accepting applications for the Sustainable Transportation Planning Grant Program to support their mission, which is "Provide a safe, sustainable, integrated, and efficient transportation system to enhance California's economy and livability." Mono County is applying for a grant to fund the planning for multi-modal mobility improvements and a traffic calming design between the Yosemite Area Transit System (YARTS) bus stop on State Route (SR) 120 and the townsite of Lee Vining.

Improving multi-modal connectivity within this corridor has been a topic of discussion at public meetings and has been raised in studies covering that corridor. Before any improvements can be developed for construction, however, significant steps need to be taken to identify feasible solutions and actions to improve multi-modal mobility between these two locations.

Applications are due February 12, 2021 and the Board is requested to provide a letter of support for the multi-modal mobility and traffic calming design between the Yosemite Area Transit System (YARTS) bus stop on State Route (SR) 120 and the town of Lee Vining.

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

ATTACHMENT

1. Letter of support for the Caltrans Sustainable Transportation Planning Grant Application



Jennifer Kreitz ~ District One Rhonda Duggan ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5533 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

February 2, 2021

Mono County
Attn: Michael Draper
P.O. Box 347
Mammoth Lakes, CA 93546

**RE: Letter of Support for the Caltrans Sustainable Transportation Planning Grant
Application**

Dear Mono County:

The Mono County Board of Supervisors understands Mono County is submitting a grant application to secure a Caltrans Sustainable Transportation Planning: Sustainable Communities grant to improve multi-modal mobility and traffic calming design between the Yosemite Area Transit System (YARTS) bus stop on State Route (SR) 120 and the town of Lee Vining with a focus on improving multi-modal connectivity in this corridor. Specifically, we understand the project will develop recommendations for and establish community consensus on a desired multi-modal pathway aimed at enhancing the safety, mobility, and connectivity of non-motorized users travelling between Lee Vining and the YARTS bus stop. By preparing this plan, the County and Caltrans will be better positioned to make infrastructure improvements in the area as well as apply for additional implementation grants.

Mono County is proposing to work collaboratively with surrounding property owners and Caltrans staff, and engage residents and business owners, on multi-modal mobility and traffic calming in the project corridor. Currently, pedestrians must walk 0.75 miles along U.S 395 and SR 120 where no pedestrian or bicycle infrastructure exists, to travel to or from the locations. Traveling the short distance with a vehicle creates unnecessary greenhouse gas emissions, parking, and traffic congestion within the small community, and increases the likelihood of conflicts between vehicles and pedestrians or bicycles. This multi-modal way is important for the economic vitality and health of the Lee Vining area and is supported by policies in the Mono Basin Community Plan, which is part of the County's General Plan Land Use Element. By creating a safe path of travel for pedestrians and bicyclists, the pathway will encourage multi-modal transportation and reduce vehicle trips within the area.

The Mono County Board of Supervisors works to provide overall direction to the County and acts as a forum for identifying the needs and desires of citizens, determining community

RE: Letter of Support for the Caltrans Sustainable Transportation Planning Grant Application

February 2, 2021

Page 2 of 2

consensus and for actively matching those needs with available County resources. The Board sets policies and exercises administrative control over County activities and is committed to creating more active and healthy environments in Mono County. We believe that improving multi-modal connectivity and traffic calming design in this corridor will improve conditions for pedestrians and bicyclists and contribute to creating a more livable, healthy and vibrant community for all of our residents and visitors.

We strongly encourage Caltrans to award Mono County important grant funds and look forward to working with you on projects that improve active transportation options for our residents and visitors.

Sincerely,

Supervisor Jennifer Kreitz, Chair
Mono County Board of Supervisors
jkreitz@mono.ca.gov



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

Departments: Eastern Sierra Transit Authority

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Letter of Support for Eastern Sierra
Transit Authority's (ESTA) Federal
Transit Administration (FTA) Section
5304 Grant Application for
Sustainable Transportation Planning

AGENDA DESCRIPTION:

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

Letter of support for ESTA's FTA Section 5304 grant application for sustainable transportation planning.

RECOMMENDED ACTION:

Approve and sign the letter in support of ESTA's FTA Section 5304 grant application for sustainable transportation planning.

FISCAL IMPACT:

None.

CONTACT NAME: Phil Moores

PHONE/EMAIL: 760-872-1901 ext. 12 / pmoores@estransit.com

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Letter of Support

History

Time	Who	Approval
1/27/2021 9:30 AM	County Counsel	Yes
1/28/2021 2:22 PM	Finance	Yes
1/28/2021 3:40 PM	County Administrative Office	Yes



Jennifer Kreitz ~ District One Rhonda Duggan ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5533 • FAX (760) 932-5531

Shannon Kendall, Clerk of the Board

January 20, 2021

RE: Letter of Support of ESTA's FTA Section 5304 grant application for sustainable transportation planning

Dear FTA Program Manager,

On behalf of Mono County Board of Supervisors, I would like to express my support for the Eastern Sierra Transit Authority's FTA 5304 grant application. As expressed in Mono County Local Transportation Commission's Overall Work Program, page 28, we are in support of efforts made to improve air quality in our region. Work element 900.5 Air Quality Monitoring and Planning TOML, "The work effort supports the policies and programs of the Great Basin Unified Air Pollution Control District, which coordinates regional air quality monitoring and improvement programs." Fleet electrification plans support this effort.

As a member of our community, and an elected official, I can attest to Eastern Sierra Transit's dedication to serving the needs of Mono County. Their staff understands the needs of our community and provides the highest quality of service to the entire region.

I thank you in advance for your consideration to provide FTA Section 5304 funding for sustainable transportation planning. If you have any questions, please feel free to contact me.

Sincerely,

Supervisor Jennifer Kreitz, Chair
Mono County Board of Supervisors
jkreitz@mono.ca.gov



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

Departments: Risk Management

TIME REQUIRED

SUBJECT Claim for Damages - Arlene Wright

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Claim for damages filed by Arlene Wright for bodily injury outside of the jurisdiction or control of Mono County.

RECOMMENDED ACTION:

Deny the claim and direct the Risk Manager, in consultation with County Counsel, to send the notice to the claimant of said denials.

FISCAL IMPACT:

None.

CONTACT NAME: Jay Sloane

PHONE/EMAIL: 760-932-5405 / jsloane@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Claim](#)

History

Time	Who	Approval
1/27/2021 8:24 AM	County Counsel	Yes
1/28/2021 11:21 AM	Finance	Yes
1/28/2021 3:37 PM	County Administrative Office	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5405 • FAX (760) 932-5411

Jay Sloane
Risk Manager

To: Board of Supervisors
From: Jay Sloane
Date: February 2, 2021
Re: Claim for Damages – Arlene Wright

Discussion:

On December 28, 2020 the Clerk of the Board received a claim filed by Arlene Wright. The claim alleges bodily injury on June 26, 2020 from a dog bite at the Lake George Campground in Mammoth Lakes. This claim is misdirected as Mono County does not own, have jurisdiction or involvement with this location.

Recommended Action:

Deny the claim and direct the Risk Manager, in consultation with County Counsel, to send the notice to the claimant of said denials.

Fiscal Impact:

None

RECEIVED

Reserve for filing stamp

DEC 28 2020

FILE WITH CLERK OF THE BOARD OF SUPERVISORS
P.O. BOX 715
BRIDGEPORT, CA 93517
(760) 932-5534/5533

OFFICE OF THE CLERK

CL
CLAIM NO. 20-08

CLAIM FOR DAMAGES
COUNTY OF MONO

NOTE: Read entire claim before filling in the blanks. Attach separate sheets, if necessary, to this form so full details can be given; be sure to SIGN each sheet. See Page 3 for diagram upon which to locate place of accident.

NAME OF CLAIMANT Arlene Wright Ms. Ms.
(injured or damaged) (Last) (First) (Middle)

HOME ADDRESS 374 Silver Ridge Dr.; Rio Vista, CA 94571 PHONE NO. (510) 676-3477

MAILING ADDRESS Sasha Farahi Esq; BD & J 9701 Wilshire Blvd, 12th Floor Beverly Hills, CA 90212 FAX NO. ()

PREFERRED ADDRESS FOR NOTICES (check one) () Home Mailing E-MAIL saf@bhattorneys.com
Sasha Farahi Esq; BD & J 9701 Wilshire Blvd, 12th Floor Beverly Hills, CA 90212

WHEN did damage or injury occur? Give full particulars, date, time of day: June 26, 2020 at approximately 3:50 PM
June 26, 2020 at approximately 3:50 PM

INDICATE the specific place or location where the injury or damage occurred: : Lake George Campground,
Campsite no. 5 Lake George, Mammoth Lakes, CA

INDICATE the physical conditions surrounding the occurrence (such as state of weather, lightness or darkness, condition of road, traffic, power lines, etc., when applicable): Weather was mild and sunny

HOW did damage or injury occur? Give full particulars: See 'Attachment to County Claim Form' attached hereto. Unlimited Civil Case

NAME or names of the public employee or employees causing the injury, damage, or loss, if known: _____
Please see 'Attachment to County Claim Form' attached hereto.

WHAT particular ACT or OMISSION on the part of County officers or employees do you claim caused the injury or damage: See 'Attachment to County Claim Form' attached hereto. Unlimited Civil Case

WHAT DAMAGE OR INJURIES do you claim resulted? Give full extent of injuries or damage claimed. Give the sum you claim on account of each item or injury or damage. *If the claim exceeds \$10,000, no dollar amount should be included on the claim.* See 'Attachment to County Claim Form' attached hereto. Unlimited Civil Case

() Limited Civil Case (the amount in controversy does not exceed \$25,000). See page 4 for complete definition.

Proof of property damage must be submitted: Claimant is not claiming property damage, only personal injury, pain and suffering and loss of wages.

TOTAL CLAIMED \$ See 'Attachment to County Claim Form' attached () Attachments provided

The Mono County Board of Supervisors has delegated to the County Administrative Officer the ability to decide upon claims seeking twenty thousand (\$20,000) or less from the county pursuant to Mono County Code §3.03.030.

Insurance payments, if any, received by you on account of this damage or injury, and name of Insurance Company: None

Expenditures made on account of accident or injury. Proof of property damage under \$500.00 must be submitted.

DATE	ITEM	TO WHOM PAID	AMOUNT
			\$
			\$

Name and address of Witnesses, Doctors, and Hospitals: See 'Attachment to County Claim Form' attached hereto. Unlimited Civil Case

OTHER DETAILS:

If the signer of this claim is not the claimant, then explain signer's relation to the claimant: Sasha Farahi, Esq. BD & J PC represent Claimant with respect to her claim set forth herein.

I declare, under penalty of perjury that the foregoing is true and correct. Dated this 22 day of December, 20 20, at Beverly Hills, California.

(place where signed)

Sasha Farahi

Digitally signed by Sasha Farahi
DN: cn=Sasha Farahi, o=ou,
email=sfarahi@attorneys.com, c=US
Date: 2000.12.23 14:56:29 -0800

(Claimant's Signature)

NOTES:

- (1) Presentation of a false claim is a felony. (Cal. Penal Code Sec. 72)
- (2) Claims against the County or its employees for personal injuries or death and personal property or growing crop damage must be presented to the Clerk of the Board within six (6) months of the occurrence, which caused the damages or injuries. All other claims must be presented within one year. (Government Code Sec. 911.2, et seq; Sec. 950, et seq.)

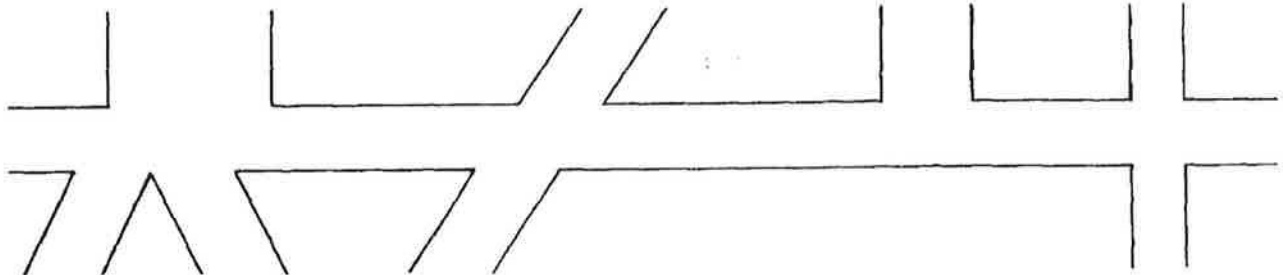
READ CAREFULLY

For all accident claims, place on following diagram names of streets, indicating North, East, South, and West; indicate place of accident by "X" and by showing house numbers or distances to street corners.

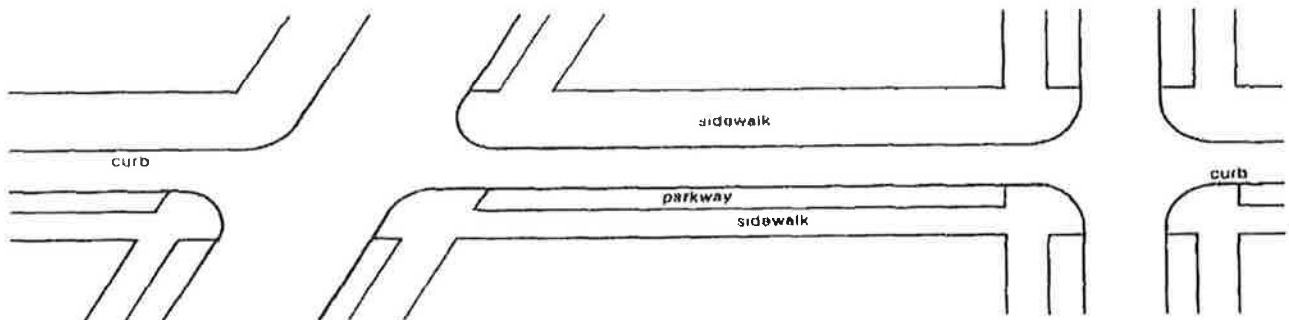
If County a vehicle was involved, designate by letter "A" the location of the County vehicle when you first saw it, and by "B" the location of yourself or your vehicle when you first saw the County vehicle; location of County vehicle at the time of the accident by "A-1" and location of yourself or your vehicle at the time of accident by "B-1" and the point of impact by "X".

NOTE: If diagram below does not fit the situation, attach hereto a proper diagram signed by claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



Limited Civil Cases

Limited Civil Cases are defined in Section 85 of the California Code of Civil Procedure. The law may revise the definition from time to time. If you have any questions, please refer to that section or consult with an attorney.

An Action will be treated as a limited civil case if all of the following conditions are satisfied:

1. The amount of the controversy does not exceed twenty-five thousand dollars (\$25,000). This means the amount of the demand exclusive of attorney's fees, interest and costs that may be associated with the claim.
2. The relief sought is a type that may be granted in a limited civil case. The most common type of claim that may be a limited civil case will be a case where the demand is twenty-five thousand dollars (\$25,000) or less and special relief from the court is not being requested.
3. The relief sought is exclusively of a type described in a statute that classifies a claim as a limited civil case or that provides that the original jurisdiction for the action is with the municipal court. Examples of statutes that classify claims as limited civil cases can be found in section 85 of the Code of Civil Procedure.

Attachment to Mono County Claim for Damages
Claimant: Arlene Wright
Date of Loss: June 26, 2020

How did the damage or injury Occur?

Investigation is ongoing. On June 26, 2020 at approximately 3: 50 pm, Claimant was inspecting the bathrooms at Lake George Campground, Campsite No. 5.when Claimant was suddenly, viciously and without warning attacked by two (2) 2 Pitbull dogs suffering acute bite injuries to her left calf and upper thigh requiring multiple skin grafts to repair, injury to her left groin and lingering psychological trauma resulting from the attack.

Name or names of the public employee or employees causing the injury, damage, or loss, if known:

This claim is brought against the State of California, Mono County, City of Mammoth Lakes, US Forest Service, and employees, contractors, and/or agents thereof. Investigation is ongoing. If discovered at a later date, Claimant reserves the right to identify additional agencies, agents, employees, and/or contractors.

What particular act or omission on the part of County officers or employees do you claim caused the injury or damage?

Due to lack of proper oversight and supervision relating to the safety of campsite patrons, Claimant was subjected to an unreasonable risk of harm that could have, and should have, been discovered by reasonable care. As a result, the loose animals, she was the victim of a vicious dog attack that lasted for several minutes without aid or assistance. Due to a lack of safety precautions, the dangerous animals were let loose unchecked. Claimant's injuries were furthermore aggravated by the lack of safety features that would have allowed her to seek immediate help. Lack of safety features, including, but not limited to, help buttons or patrols in the area prolonged her ordeal resulting in aggravated injuries, both physical and psychological as she was repeatedly attacked with no access to aid or assistance.

On information and belief, the County is responsible under applicable law, including without limitation Gov. Code sections 815.2, 815.6, and 820. The following actions by the actors listed above were substantial factors in causing Claimant's damages: general negligence; failure to use reasonable care to discover, abate or warn patrons of unchecked vicious animals let to roam freely in the campsite where children and unsuspecting campsite patrons are encouraged to reside, failure to oversee and properly document dogs entering the campsite, failure to put in place proper safety fixtures, including, but not limited to, emergency call buttons or animal control oversight that would have identified and abated the hazard presented by untethered vicious dogs roaming the campsite, maintenance, management, instruction, safety protocols, hiring, and training in relation to the maintenance of Campsite No. 5; the unreasonable failure to take actions to minimize the risks of harm posed to camp patrons in failing to properly oversee, check and abate free roaming unsafe pets at the campsite; in the absence of employees trained in dog nuisance monitoring and

Attachment to Mono County Claim for Damages
Claimant: Arlene Wright
Date of Loss: June 26, 2020

abatement, proper warnings to patrons to be on the lookout for and prepare against attack from free-roaming vicious pets.

What damages or injuries do you claim resulted?

As a result of the attack, Claimant sustained acute bite injuries to her left calf and upper thigh requiring multiple skin grafts to repair, injury to her left groin and lingering psychological trauma resulting from the attack. To date, she suffers from unsightly scarring and loss of sensation in her left leg, nerve damage and psychological trauma, personality change, emotional trauma, and related general damages. Claimant's medical specials to date are currently unascertained. It is anticipated that she will require, and receive, further medical treatment in the future and throughout her lifetime. She has, and probably will continue to suffer loss of earnings and earning capacity in amounts that are currently unascertained. The extent of injuries and damages are still being ascertained; Claimant is seeking all economic and non-economic damages allowed under the law. Claimants damages are far in excess of the \$25,000.00 threshold for unlimited filing.

DOLLAR AMOUNT EXPLANATION:

Based on general and special damages allowed under the law. Investigation is ongoing. Due to this incident, Claimant has suffered, and will continue to suffer damages, including, but not limited to, the damages estimated in good faith to be in excess of \$2,000,000.00 +.

NAME, ADDRESS OF WITNESSES, DOCTORS AND HOSPITALS

The names of witnesses to the incident are unknown to Claimant at this time. Discovery is ongoing and she reserves the right to amend her response upon discovery of witness information. To date, she has sought treatment for injuries sustained in the subject incident at the following facilities:

1. Mammoth Hospital 85 Sierra Park Road, Mammoth Lakes, CA 93546; (760) 934-3311
2. Jianxu Zho, MD PhysicL Medicine & Rehabilitation 1200 Concord Avenue Suite 140 Concord, CA 94520; (925) 265-8889

Claimant's treatment is ongoing. As such, she reserves the right to amend this list of treatment facilities at a later date.

1 **PROOF OF SERVICE**

2 I, Stephanie Hernandez, am employed at the Law Firm of BD&J, PC located at 9701
3 Wilshire Boulevard, 12th Floor, Beverly Hills, California 90212 in the County of Los Angeles,
4 State of California. I am over the age of 18 and not a party to the within action.

5 On December 23, 2020 I served the foregoing document described as: **Government**
6 **Claim – Mono County Re: Arlene Wright 06/26/2020** on the interested parties in this action
7 by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid
8 in the United States mail at Beverly Hills, California, addressed as follows:

9 **7019 2970 0001 3697 6119**
10 Clerk of the Board of Supervisors
11 P.O Box 715
12 Bridgeport, CA 93517

13 X (BY U.S. MAIL) I caused such envelope with postage thereon fully prepaid to be
14 placed in the United States mail at Beverly Hills, California.

15 _____ (BY FACSIMILE TRANSMISSION) I caused such document to be sent facsimile
16 transmission to the number listed above.

17 _____ (BY ELECTRONIC TRANSMISSION) I caused such document to be sent by e-
18 mail transmission to the e-mail address listed.

19 _____ (BY OVERNIGHT MAIL) I caused such enveloped to be placed in a Federal Express
20 pick up box located at 9701 Wilshire Blvd., Beverly Hills, CA 90212.

21 X (STATE) I declare under penalty or perjury under the laws of the State of California
22 that the above is true and correct.

23 _____ (FEDERAL) I declare that I am employed in the office of a member of the bar of this
24 court at whose direction the service was made.

25 Executed on December 23, 2020, at Beverly Hills, California 90212.

26 
27 _____
28 Stephanie Hernandez



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

Departments: County Counsel

TIME REQUIRED

SUBJECT Best Best & Krieger Engagement
Letter

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with the law firm of Best Best & Krieger, LLP pertaining to the provision of back-up legal services during the current period of vacancy in the County Counsel's Office. Advanced conflict waiver for potential future (but currently unknown) conflicts which may arise in unrelated water law matters.

RECOMMENDED ACTION:

Approve County entry into proposed engagement letter and authorize County Counsel to execute said contract on behalf of the County. Approve proposed advanced conflict waiver and authorize the County Counsel to execute. Provide any desired direction to staff.

FISCAL IMPACT:

The contract limit is \$40,000. Funds will come from the County Counsel legal services budget and/or salary savings from the attorney vacancy in the County Counsel's office.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 760-648-3270 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Engagement Letter
<input type="checkbox"/> Advanced Groundwater Waiver

History

Time	Who	Approval
1/28/2021 2:55 PM	County Counsel	Yes
1/28/2021 12:33 PM	Finance	Yes
1/28/2021 3:37 PM	County Administrative Office	Yes

County Counsel
Stacey Simon

Assistant County Counsels
Christian E. Milovich
Anne L. Frievault

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal/Office Manager
Kevin Moss

To: Board of Supervisors

From: Stacey Simon

Date: February 2, 2021

Re: Best Best & Krieger Engagement Letter and Advanced Conflict Waiver

Recommended Action

Approve County entry into proposed engagement letter and authorize County Counsel to execute said contract on behalf of the County. Approve proposed advanced conflict waiver and authorize the County Counsel to execute. Provide any desired direction to staff.

Strategic Plan Focus Areas Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Fiscal Impact

The contract limit is \$40,000. Funds will come from the County Counsel legal services budget and/or salary savings from the attorney vacancy in the County Counsel's office.

Discussion

On January 15, 2021, a vacancy was created in the County Counsel's Office due to the departure of Jason Canger. This amounts to a 25% decrease in attorney staffing. Given the number of significant projects before the County at this time – including COVID-19 and Mountain View Fire response; affordable housing development; complete overhaul of the solid waste system; supervisorial redistricting; litigation against the Los Angeles Department of Water and Power related to Long Valley; representation of the Tri-Valley Groundwater Management District and the Owens Valley Groundwater Authority; ongoing code enforcement and opioid litigation; and all of the regular, day-to-day work of the office, it is necessary to bring in additional support, through outside counsel, at least until the position is filled.

Best Best & Krieger is a well-respected municipal law firm which represents local government agencies across the state in all areas of public law. Mono County has worked with the firm on several occasions in its capacity as counsel for other public entities and this office has always been impressed by their work. Primarily the firm would take on the principal assignments

handled by Jason Canger – public works contracting, general contracting and solid waste, although it would also be available to handle other matters as needed.

The only condition to Best Best & Krieger's willingness to represent the County is its requirement that the County execute what is called an advanced conflict waiver related to water law. This document essentially provides the County's approval for Best Best & Krieger, in the future, to represent clients who may have interests that are adverse to the County on water law issues that are *unrelated to* the matters on which it represented the County. The waiver is executed in advance because it is unknown at this time what (if any) future issues may arise.

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



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Indian Wells
(760) 568-2611

Irvine
(949) 263-2600

Los Angeles
(213) 617-8100

Manhattan Beach
(310) 643-8448

Ontario
(909) 989-8584

Joshua Nelson
(916) 551-2859
joshua.nelson@bbklaw.com

500 Capitol Mall, Suite 1700, Sacramento, CA 95814
Phone: (916) 325-4000 | Fax: (916) 325-4010 | www.bbklaw.com

Riverside
(951) 686-1450

San Diego
(619) 525-1300

Walnut Creek
(925) 977-3300

Washington, DC
(202) 785-0600

January 28, 2021

VIA E-MAIL

Stacey Simon, Esq.
County Counsel, County of Mono
1290 Tavern Road
P.O. Box 2415
Mammoth Lakes CA 93546

Re: Legal Services Agreement

Dear Ms. Simon:

ABOUT OUR REPRESENTATION

Best Best & Krieger LLP is pleased to represent Mono County. Specifically, we will provide as assigned, back-up Deputy County Counsel services which are expected to include public works, general contracting, and water services. This letter constitutes our agreement setting the terms of our representation. If you want us to represent you and agree to the terms set forth in this letter, after you review the letter please sign it and return the signed copy to us.

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing Mono County. Similarly, Mono County will be included in

Stacey Simon, Esq.
January 28, 2021
Page 2

our list of clients to ensure we comply with the Rules of Professional Conduct with respect to Mono County.

We have checked the following names against our client index: Centennial Ranch. Based on that check, we can represent Mono County. Please review the list to see if any other persons or entities should be included. If you do not tell us to the contrary, we will assume that this list is complete and accurate. We request that you update this list for us if there are any changes in the future.

YOUR OBLIGATIONS ABOUT FEES AND BILLINGS

Our work will be billed as set forth below. General Counsel rates will be charged for all work, including code enforcement-related litigation, except for Special Counsel services. Special Counsel services include all non-code enforcement litigation, and formal administrative hearings, water law (e.g., water rights & quality), and other matters as agreed to by you.

General Counsel:

Attorney	\$265
Paralegals & Clerks	\$180
Municipal Analyst	\$180

Special Counsel:

Attorney	\$340
Paralegals & Clerks	\$210
Litigation Analysts	\$210

Our rates are reviewed annually and may be increased from time to time with advance written notice to the client. At your request, we agree that the maximum amount billed to the County under this engagement letter shall be \$40,000, unless we sign an amendment or addendum increasing that amount.

The billing policies are described in the memorandum attached to this letter, entitled “Best Best & Krieger LLP’s Billing Policies.” You should consider the Billing Policies memorandum part of this agreement as it binds both of us. For that reason, you should read it carefully.

BBK
BEST BEST & KRIEGER
ATTORNEYS AT LAW

Stacey Simon, Esq.
January 28, 2021
Page 3

INSURANCE

We are pleased to let you know that Best Best & Krieger LLP carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

NEW MATTERS

When we are engaged by a new client on a particular matter, we are often later asked to work on additional matters. You should know that such new matters will be covered by this agreement unless we sign an amendment or addendum to this agreement.

CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients' time and money. By signing this letter you will be confirming your approval of this practice in your case.

HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance with our attached Billing Policies memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

CLIENT FILE

If you do not request the return of your file, we will retain your file for five years. After five years, we may have your file destroyed. If you would like your file maintained for more than five years or returned, you must make separate arrangements with us.

THANK YOU

On a personal note, we are pleased that you have selected Best Best & Krieger LLP to represent you. We look forward to a long and valued relationship with you and appreciate your confidence in selecting us to represent you in this case. If you have any questions at any time about our services or billings, please do not hesitate to call me.

If this letter meets with your approval, please sign and date it, and return the original to us.

BBK
BEST BEST & KRIEGER
ATTORNEYS AT LAW

Stacey Simon, Esq.
January 28, 2021
Page 4

Very truly yours,



Joshua Nelson
of BEST BEST & KRIEGER LLP

AGREED AND ACCEPTED:

By: _____
Dated: _____

BEST BEST & KRIEGER LLP'S BILLING POLICIES

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works or to our Accounts Receivable Department. Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

Fees for Professional Services

Unless a flat fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. All legal services are billed in one-tenth of an hour (0.10/hour) or six-minute increments. Our attorneys are currently billed at rates from \$210 to \$750 per hour, and our administrative assistants, law clerks, litigation analysts, municipal analysts, research analysts, and paralegals are billed at rates from \$150 to \$290 per hour. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

Non-Attorney Personnel: BBK may employ the services of non-attorney personnel under the supervision of a BBK attorney in order to perform services called for in the legal services agreement. The most common non-attorney personnel utilized are paralegals. Other types of non-attorney personnel include, but are not limited to, case clerks, IT analysts, and specialty consultants. The client agrees that BBK may use such non-attorney personnel to perform its services when it is reasonably necessary in the judgment of the responsible BBK attorney. Hourly fees for non-attorney personnel will be

charged at the rate then in effect for such personnel. A copy of BBK's current rates and titles for non-attorney personnel will be provided upon request. Except for paralegals, BBK will not incur more than \$550 in fees for a non-attorney's work on a client matter without first confirming by email or written correspondence with the client the intended use of the non-attorney and the hourly rate for that person.

Fees For Other Services, Costs and Expenses

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS approved rate per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

ESI: BBK provides Electronically Stored Information (ESI") services for matters requiring ESI support – typically litigation or threatened litigation matters. BBK shall receive payment for ESI support, if needed, at BBK's then current rates. A copy of BBK's current rates for such services will be provided upon request. BBK shall not incur costs for ESI support on a particular matter without first confirming by email or written correspondence with the client that the client agrees such services are necessary for the matter at hand.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

Advance Deposit Toward Fees And Costs

Because new client matters involve both a substantial undertaking by our firm and the establishment of client

credit with our accounting office, we require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client, and is specified in our engagement letter.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorney's fees (unless otherwise noted in our accompanying engagement letter). At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement letter, each client is agreeing that trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, when we issue our invoice to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

Monthly Invoices and Payment

Best Best & Krieger LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account. If a bill is not paid within 30 days, a late charge of one percent per month on the unpaid invoice shall be added to the balance owed, commencing with the next statement and continuing until paid.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We reserve the right to terminate our engagement and withdraw as attorney of record whenever our invoices are not paid. If an invoice is 60 days late, however, we may advise the client by letter that the client must pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

Changes in Fee Arrangements and Budgets

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

BEST BEST & KRIEGER LLP

Granite Bay
(916) 325-4000

Indian Wells
(760) 568-2611

Irvine
(949) 263-2600

Los Angeles
(213) 617-8100

Manhattan Beach
(310) 643-8448



BEST BEST & KRIEGER
ATTORNEYS AT LAW

500 Capitol Mall, Suite 1700, Sacramento, CA 95814
Phone: (916) 325-4000 | Fax: (916) 325-4010 | www.bbklaw.com

Ontario
(909) 989-8584

Riverside
(951) 686-1450

San Diego
(619) 525-1300

Walnut Creek
(925) 977-3300

Washington, D.C.
(202) 785-0600

Joshua Nelson
(916) 551-2859
joshua.nelson@bbklaw.com

January 28, 2021

County of Mono
Attn: Stacey Simon, Esq.
452 Old Mammoth Rd
Mammoth Lakes, CA 93546
ssimon@mono.ca.gov

Re: Advance Conflict Waiver - Representation of Other Clients in Water Law
Issues

Dear Ms. Simon:

Mono County (the "County") has requested Best Best & Krieger ("BBK") to represent the County on various matters as needed by County Counsel, including potentially groundwater and other water matters within the County (the "County Matters"). BBK also represents a broad range of clients involved in water law issues that may be adverse or potentially adverse to the County in the future. It is possible that BBK may represent clients within the County or surrounding the County on water issues in the future. For example, BBK represents clients in Inyo County on groundwater matters that may involve basins that overlap with the basins underlying Mono County. BBK is not handling any matter adverse to the County at this time, but such conflicts may arise due to BBK representing other clients on groundwater matters related to the same water basin in which the County's regions are located, or groundwater matters that may have an impact on the water basins used by the County.

This letter is to request an advance waiver from the County so that BBK may represent other clients in the future on water issues adverse or potentially adverse to the County. If we are to represent other clients on water issues adverse to the County, we must obtain the County's informed written consent to any potential or actual conflict of interest.

RULES OF PROFESSIONAL CONDUCT

Rule 1.7 of the California Rules of Professional Conduct provides:

- (a) A lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

County of Mono
January 19, 2021
Page 2

- (b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person, or by the lawyer's own interests.

...

- (d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), ... and:
 - (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
 - (2) the representation is not prohibited by law; and
 - (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

**REPRESENTATION OF OTHER CLIENTS IN WATER LAW ISSUES –
ADVANCE WAIVER OF CONFLICTS**

BBK represents many types of clients in a variety of matters. For many years, water law has been a large part of BBK's practice. BBK advises many of its clients regarding water law issues, such as surface water, ground water, imported water, water transfers, water quality, water rights, and various Sacramento-San Joaquin Delta-related matters. These other BBK clients are routinely involved in water law issues which could directly or indirectly affect water supplies, rights and policies of the County because our other clients may share the same water basins as the County or have an impact on the water basins used by the County.

As far as we know, BBK is not currently representing any other client, on water issues adverse to the County. If another current, or new BBK client has an interest in water issues affecting the County, then BBK might be asked to provide advice and representation on that matter. Such work might include representation concerning groundwater issues, groundwater sustainability agencies, transactions, negotiations, representation on CEQA or NEPA issues, administrative hearings before the State Water Resources Control Board or other state or federal agencies, regulatory permitting, disputes, or litigation ("Future Water Matters"), any of which could be adverse to the County's interest in water issues.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

County of Mono
January 19, 2021
Page 3

If we are representing the County on the County Matters or any other issues, and another client asks BBK to represent it against the County on Future Water Matters, then we would otherwise first need to obtain consent from the County to represent the other client. Because of our lengthy relationship with many of our water purveyor clients, and because such a large part of our practice involves clients with a variety of water issues, we cannot risk refusal of such consent. Therefore, we ask that you sign this letter giving the County's advanced consent now to any future representation of other current or future BBK clients in Future Water Matters adverse to the County, as long as the Future Water Matter is not a matter on which we represent the County. We ask that you provide this advance consent so that we do not need to obtain your informed written consent again in the future.

As part of this advance consent, BBK shall promptly inform the County in writing of any future representation of a client(s) against or adverse to the County to provide the County the opportunity to determine if it wishes to replace BBK in those circumstances. If the County decides to continue to use BBK as counsel, and BBK agrees to continue representing the County in those circumstances, then we will establish an ethical screen so that the lawyers representing the County do not share any confidential information of the County with other lawyers at BBK and vice versa. Regardless of the circumstances, BBK will not disclose any confidential information received from the County to any other client of BBK. Likewise, by signing this letter, the County agrees that it will not disclose any confidential information to BBK except what is necessary for matters we work on for the County, and not as to any Future Water Matter.

POTENTIAL ADVERSE CONSEQUENCES

Because BBK is not currently representing a client adverse to the County regarding water issues, it is impossible to predict exactly the facts related to any such future conflict, but we do believe it is possible to describe the reasonably foreseeable potential adverse consequences that would arise, which include the following:

- We may be tempted to favor the interests of one client over the other.
- Our exercise of independent judgment to the County may be impaired or clouded by our relationship with other clients.
- There may be an appearance of impropriety in our representation of both clients simultaneously on unrelated matters.
- We may inadvertently disclose confidential information to a client that the County would not like revealed.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

County of Mono
January 19, 2021
Page 4

- We may be restricted from forcefully advocating the County's position for fear of alienating another client depending upon the circumstances.

YOUR CONSENT

If you agree to the above, we need you to sign this consent letter. This consent will not waive any protection that you may have with regard to attorney-client communications with us in your matter. Those communications will remain confidential and will not be disclosed to any third party without your consent.

Please consider this matter carefully, and do not hesitate to contact us if you have any questions or concerns. You may wish to confer with independent legal counsel regarding this disclosure and your consent, and you should feel free to do so.

Your execution of this consent form will constitute an acknowledgment of full disclosure in compliance with the requirements of Rule 1.7 of the California Rules of Professional Conduct previously quoted in this letter, and your consent to proceeding with our representation of you.

If you have any questions, please do not hesitate to call.

Sincerely,

Joshua Nelson
of BEST BEST & KRIEGER LLP



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

Departments: Public Works, IT, Sheriff

TIME REQUIRED

SUBJECT 2019-2020 Grand Jury Report
Response

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Response to request for information from the 2020-21 Mono County Grand Jury.

RECOMMENDED ACTION:

Approve proposed letter to Mono County Grand Jury responding to its January 13, 2021 request for Board response to the 2019-20 Grand Jury Report.

FISCAL IMPACT:

None.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5440 / tdublino@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Proposed response letter
Grand Jury Correspondence

History

Time	Who	Approval
1/27/2021 6:11 PM	County Counsel	Yes
1/19/2021 3:59 PM	Finance	Yes
1/28/2021 3:37 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 Board of Supervisors

FROM: Tony Dublino, Director of Public Works

DATE: February 2, 2021

RE: Board of Supervisor's Response to 2019-20 Mono County Grand Jury Report

Recommendation:

Approve proposed letter to Mono County Grand Jury responding to its January 13, 2021 request for Board response to the 2019-20 Grand Jury Report.

Fiscal Impact:

None.

Discussion:

The 2018-2019 Grand Jury Report included findings and recommendations of the "Continuity Committee" involving the County's Solid Waste Program. These findings and recommendations merely carried forward the prior year's findings and so it was unclear whether a response would be required. County Counsel reached out to the Superior Court for clarification and was told that no additional response was needed. Although this department had drafted a response, based on that communication, the item was never placed on a Board Agenda for approval.

On January 13, 2021, the Superior Court forwarded a letter from the Grand Jury making a specific request for Board response not only to the Continuity Committee's discussion of solid waste, but also to issues falling within the jurisdiction of the Sheriff (jail, emergency preparedness and radio communications). The Sheriff provided a response on those matters in September as required by law, but based on the January 13 letter from the Grand Jury, it is apparent that the Grand Jury also seeks the Board's response to these issues.

Accordingly, Public Works has coordinated with the Sheriff (and with Information Technology which has been assisting the Sheriff related to emergency radio communications) to prepare a single response to all issues contained in the Grand Jury's January 13 letter.

If you have any questions regarding this item, please contact me at (760) 932-5459.

Respectfully submitted,

Tony Dublino
Director of Public Works

Attachments:

Proposed Board Letter to Grand Jury
Grand Jury's January 13, 2021 letter



Jennifer Kreitz ~ District One Rhonda Duggan ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5533 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

February 2, 2021

Honorable Judge Mark Magit
Presiding Judge of the Superior Court
100 Thompsons Way
P.O. Box 1037
Mammoth Lakes, California 93546

Re: Response to request for input on the Mono County Grand Jury 2019-2020 Final Report

Dear Judge Magit:

The Grand Jury has asked for Board of Supervisors' input on several items contained in its 2019-20 report, including the County's solid waste program, operations at the Bridgeport jail, and emergency radio and response. While outside of the normal response process set forth in Penal Code section 933, the Board is happy to provide the below information in the hopes that it provides the information the Grand Jury requires.¹

CONTINUITY COMMITTEE - MONO COUNTY SOLID WASTE

The Grand Jury revisited the Grand Jury Final Report from 2018-2019 regarding the solid waste programs of both the Town of Mammoth Lakes and Mono County. The purpose of the review was to indicate if there was a response to the Grand Jury report and to report on what progress is being made to comply with their stated proposals in response to the recommendations of the Grand Jury.

Finding and Recommendation:

“F2: The 18-19 Grand Jury recommended that TOML and Mono County partner to make necessary improvements to the Pumice Valley site so it could be a viable location for a biomass reactor, associated waste programs, and recycling operations. Timeline: Completed no later than January 1, 2023.

¹ One set of findings in the 2019-20 report related to emergency and radio operations within the Sheriff's Department. The Sheriff, as an independently-elected official, provided the required response. The other set of findings related to solid waste issues identified in the 2018-19 Grand Jury report. Those findings were responded to in 2018-19 and remained unchanged in the 2019-20 report. No additional response was therefore required.

TOML responded to the 18-19 Report that a biomass facility will not be a condition of the Agreement, but the Agreement will allow for diversion of certain types of waste to such a facility should it be developed in the future. Impacts to the residents of Mammoth Lakes and Mono County will be better known once the Agreement is in place. Mono County had some questions about the economic, political, and environmental ramifications of a biomass reactor.

Mono County's response to the 18-19 Grand Jury also cited the need for further analysis and a better understanding of what the upcoming solid waste program will look like in Mammoth Lakes and Mono County overall.

TOML and Mono County agreed that while Pumice Valley was under consideration for such a site, it was not the only site under consideration."

"R2: The Grand Jury recommends that Mono County continue to move forward with planning for the Benton Crossing Landfill closure. We also recommend they continue to collaborate with other regional entities as they develop the infrastructure and expertise needed for Mono County to successfully move to a future transition without Benton Crossing Landfill."

County Response:

The Grand Jury's finding and recommendation related to the County's solid waste program is currently being implemented. At its December 15 meeting, the Board of Supervisors approved the distribution of a Request for Proposals (RFP) for Countywide Transfer Services, Materials Re-Use and Recycling Services, Satellite Transfer Station Operations, and Facilities Waste Hauling Services. The exhibits to that RFP are being finalized and the RFP should be released in February. The RFP is intended to identify proposals for replacement infrastructure and systems to follow the closure of Benton Crossing Landfill and includes options for the successful proposer(s) to establish operations at the Pumice Valley Landfill site and to serve the Town of Mammoth Lakes in addition to the unincorporated areas of the County.

Finding and Recommendation:

"F3: The 18-19 Grand Jury recommended that TOML and Mono County develop a plan for complying with the amounts of recycling and organic waste going to landfills in the likely event that State of California rural exemptions are changed by July 1, 2020.

Mono County informed the 19-20 Grand Jury that they have applied for an extension of the low population waiver of mandates concerning organic waste and methane emissions in SB1383. No changes to rural exemptions were being considered during the comment period. The waiver would expire in 2025, or later if the State were to meet organic waste reduction targets. Mono County will also be applying for an Elevation Waiver under section 18984.13(d) which is applicable indefinitely. In addition, Mono County has taken significant steps in improving capacity and efficiency of processing green material, more specifically, wood material. Wood material can be processed into several beneficial products including biomass feedstock, alternative cover, mulch and erosion control media. Specialized equipment has been acquired and implemented. Additionally, Benton Crossing Landfill has

implemented a composting pilot program. Testing is under way to identify an appropriate recipe of ingredients based on incoming waste streams.

Mono County further stated that they are actively involved in regional efforts to address green waste diversion. Collaboration and planning on upcoming forest health improvement and water quality projects include entities such as the Town of Mammoth Lakes, Sierra Institute, Inyo-Mono Integrated Regional Water Management Program, Eastern California Water Association, Plumas Corporation, Inyo National Forest and CalTrout. Mono County has agreed to allow siting of TOML's proposed biomass infrastructure at Pumice Valley Landfill and assisted with production of the Town's RFP (request for proposal) for equipment and technology which would remove organic material from the waste stream and out of landfills which may be used in the production of valuable products such as biochar, energy, compost, or similar type products."

County Response:

The Board agrees with this finding (there was no corresponding recommendation), with one clarification: The County has not *applied for* a low population waiver of mandates concerning organic waste and methane emissions in SB1383, but *will* apply following the issuance of the final regulations.

MONO COUNTY SHERIFF

Bridgeport Jail

Finding and Recommendation:

“F1: The Grand Jury finds that Mono County continues to maintain a well-run jail facility and has responded to the Coronavirus pandemic in an appropriate manner.”

“R1: The Grand Jury finds that the Mono County Jail continues to be a well-run facility. The Grand Jury has no recommendations at this time.”

County Response:

In her September 3, 2020 response, the Sheriff's Office indicated agreement with the finding and recommendation. The Board concurs with this response. We appreciate the time the Grand Jury took to conduct the mandated inquiry during this time of COVID.

Continuity Committee Mono County Jail Report

The Grand Jury revisited the Grand Jury Final Report from 2018-2019 regarding the Mono County Jail. The purpose of the review was to indicate if there was a response to the Grand Jury report and to report on what progress is being made to comply with their stated proposals in response to the recommendations of the Grand Jury.

Finding and Recommendation (1-4):

“F1: The 18-19 Grand Jury recommended that the Mono County Board of Supervisors and Department of Public Works should make every effort to progress the final planning and construction phases of the New Jail building to avoid cost overruns, provide the best possible long-term facility and be able to incorporate the health clinic for locals. Timeline: End of 2019.

In their response the Mono County Sheriff’s Office agreed with the recommendation. According to Mono County staff the jail project was delayed due to the construction of the new County Building in Mammoth Lakes. That is still the case as of this writing.”

“F2: The 18-19 Grand Jury recommended that the Mono County Board of Supervisors should fund all open jail staff positions. Timeline: The next Fiscal Budget.

In their response The Sheriff’s Office agreed with the recommendation. Sheriff Braun requested the funding of all positions during the budget process, and the 2019-2020 Mono County Budget funded 18 out of 20 positions in the Jail, leaving two Public Safety Officer positions unfunded. The Sheriff’s Office is currently in the hiring process for three funded positions: one current vacancy and two anticipated vacancies.”

The 19-20 Grand Jury verified with the Mono County Jail that the situation is still as the Sheriff’s Office described in their response.

“F3: The 18-19 Grand Jury recommended the Sheriff’s department to provide additional camera coverage for any potential blind spots within the current jail facility. Timeline: Within the next six months.”

In their response, the Sheriff’s Office agreed with the recommendation and stated that they were assessing the positioning of the current cameras to ensure that all aspects of Jail operations are covered. It should be noted that some aspects that are not covered by cameras are in the constant line of sight of the control center. We will also work with Public Works staff in the planning of the New Jail to install cameras to cover all aspects of Jail operations.

The 19-20 Grand Jury found the cameras have yet to be installed.

“F4: The 18-19 Grand Jury recommended that Mono County continue discussions of a possible Joint Powers Authority to manage a new 911 system shared by Mono and Inyo Counties and their appropriate emergency agencies (Police, Fire, Etc.) to provide improved and consistent services to the community.”

The Sheriff’s Office agreed with the recommendation and is actively engaging with partner agencies in Mono and Inyo Counties on the potential for a regional dispatch center. On August 13, 2019, the Mono County Board of Supervisors approved an expenditure of up to \$25,000 toward a Feasibility Study and Implementation Plan for a regional dispatch center. The Town of Mammoth Lakes also approved a \$25,000 expenditure, and requests are pending with the Bishop City Council and Inyo County Board of Supervisors.

Mono County Jail staff indicated to the 19-20 Grand Jury that Mono County's efforts to create a regional emergency dispatch center in partnership with Inyo County are ongoing.

"F5: The Mono County Board of Supervisors is recommended to make an annual visit/tour of the Mono County Jail. Timeline: Annual."

The Sheriff's Office agreed with the recommendation and said they would welcome a visit by the Mono County Board of Supervisors.

The 19-20 Grand Jury finds that no Mono County Supervisors have paid a visit to the Jail Facility.

"R1-4: The Grand Jury finds that Mono County and Mono Sheriff's Office have made every effort to comply with the recommendations of the 18-19 Grand Jury."

"R5: The Grand Jury finds that, given current circumstances, a visit to the Jail would not be appropriate at this time."

County Response:

R1-4: In her September 3, 2020 response, the Sheriff agreed with the Grand Jury's findings and recommendations. The Board also agrees. In addition, the Board provides the following update on jail construction -- throughout the last six months of 2020, staff negotiated the terms of a contract with the architectural firm of Lionakis for design of the new jail facility. Lionakis has agreed to the final terms and approved the contract. As a final step, the agreement is agendaized for approval by the Board of Supervisors on February 2, 2021. Once executed, Lionakis will begin designing the facility.

R5: In her September 3, 2020 response, the Sheriff agreed with the Grand Jury's recommendation. The Board also agrees that a visit to the jail should not be conducted until the current COVID-19 situation has subsided.

Emergency Preparedness Final Report

Finding and Recommendation:

"F1: The radio system currently being used by MLFD and much of Mono County is fast becoming obsolete and unreliable. The TOML, Mono County, and other agencies within the County have begun the process of upgrading internal communications. They also have a unique opportunity to participate in the "FirstNet" nationwide communications system, they have been asked to participate in a pilot project which would bring this system to Mono County to provide a proof of concept."

"R1: The Grand Jury recommends that Mono County and the TOML continue to support Mono County's participation in the FirstNet communications system and/or any appropriate improvements to the system as resources allow. The Grand Jury further recommends that these improvements be made within the scope of a unified plan for the entire County."

County Response:

In her September 3, 2020, response the Sheriff (who has solicited the assistance of the Information Technology Department to address emergency radio communications) agreed with the Grand Jury's finding and recommendation. The Sheriff explained that the Mono County Information Technology Department is driving the effort to improve the communications system in Mono County. All stakeholders are involved in the process, and regular meetings are held to keep the project moving forward and ensure all partners are informed on the status of the project. Stakeholders are considering a variety of technical solutions including incorporation of the FirstNet system. Work on improving the system is ongoing with a number of incremental technical improvements slated to happen by December, 2020. It is anticipated that substantive system improvements will take several years to complete and likely not be fully operational until 2025.

Since the Sheriff's response was written, Mono County and the Town of Mammoth Lakes have continued working collaboratively to develop reasonable short-term strategies to address immediate radio issues while also looking toward long-term solutions to upgrade or replace the system. In support of this, a Radio Governance Group consisting of the Mono County Sheriff and representatives from the Town of Mammoth Lakes and local fire districts, has been meeting weekly to review both immediate needs and long-term solutions. The Governance Group is actively working to improve the existing radio network and resolve audio quality problems by adding two new 'link' sites at valley floor locations. Additionally, the Governance Group has had a number of conversations with the State of California and other local agency partners and potential vendors who could work with us to resolve longer-term issues that have been identified.

In conclusion, the Board of Supervisors recognizes the critical role the Grand Jury provides to the community and the County by ensuring the legal and financial adequacy of government services. The Grand Jury provides a sense of openness, transparency and accountability that are crucial to our democracy, and the County appreciates the work performed and the guidance offered. The County thanks the members of the Grand Jury for their public service and encourages the Court to continue to ensure broad representation from all communities of Mono County.

Sincerely,

Jennifer Kreitz, Chair
Mono County Board of Supervisors



COUNTY OF MONO – SUPERIOR COURT CIVIL GRAND JURY

Juliana Olinka Jones
Grand Jury Foreperson 2020-2021
PO Box 3994
Mammoth Lakes, CA 93546

January 13, 2021

Stacy Corless, Chairman of the Board
Mono County Board of Supervisors
P O Box 715
Bridgeport CA 93517

Re: Your Response Needed to Mono County Grand Jury 2019-2020 Final Report Submitted July 20, 2020

Dear Supervisor Corless:

Neither the Superior Court nor the Grand Jury has received the Mono County Board of Supervisors response to the above-titled report, as required by Section 933(c) of the California Penal Code, quoted below, specifically the following findings and recommendations:

Solid Waste: Finding 2 and Recommendation 2 - pgs. 9 and 10

Emergency Preparedness: Finding 1 and Recommendations 1 and 2 - pgs. 21 and 22

Please advise us within 10 days of the date of this letter as to the date you will submit this response to the court and the Grand Jury.

In addition, now that the construction of the Mono County Building is complete, we request that you also address Finding 1 (page 11 of the 19-20 Grand Jury Jail Report) as to the status of the planning and construction phases of the new jail building.

Thank you,

Juliana Olinka-Jones, Foreperson
2019-2020 Mono County Civil Grand Jury

Cc: Stacey Simon, County Counsel
Bob Lawton, CAO

California Penal Code §933, subdivision (c) (excerpt, emphasis added)

(c) **No later than 90 days** after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment **within 60 days** to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

Departments: Public Works - Roads

TIME REQUIRED

SUBJECT Emergency Guardrail Replacement -
Justification for Continued
Emergency

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Update on the Emergency Guardrail replacement project on Eastside Lane and North River Lane and finding of continued emergency

RECOMMENDED ACTION:

1. Receive update on Eastside Lane and North River Lane emergency guardrail repair/replacement project.
2. As established by Public Contract Code Chapter 2.5, "Emergency Contracting Procedures," review the emergency action taken on Jan 5, 2021 and make a finding, based on substantial evidence set forth in this staff report and at the meeting, that the emergency continues to exist as to Eastside Lane and North River Lane, and that continuation of action to replace the damaged guardrail on both roads is necessary to respond to the emergency. [4/5th Vote Required.]
3. Delegate to the Mono County Road Operations Superintendent the authority to continue to procure the necessary equipment, services, and supplies for the emergency guardrail replacement on Eastside Lane and North River Lane, without giving notice for bids to let contracts, including executing any agreements or contracts for the construction or repair of the damaged/destroyed guardrails. [4/5th Vote Required.]

FISCAL IMPACT:

The total cost of the emergency repair/replacement of the Eastside Lane and North River Lane guardrails is approximately \$160,000. The emergency projects are eligible for 75% funding via the California Disaster Assistance Act (CDAA) Program administered by the Governor's Office of Emergency Services (CalOES). The LTC approved using transportation funding for the remaining 25% County match.

CONTACT NAME: Kevin Julian

PHONE/EMAIL: 760-932-5449 / kjulian@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

 [Staff Report](#)

History

Time	Who	Approval
1/27/2021 12:25 PM	County Counsel	Yes
1/28/2021 11:26 AM	Finance	Yes
1/28/2021 3:39 PM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: February 2, 2021

To: Honorable Chair and Members of the Board of Supervisors

From: Kevin Julian, Road Operations Superintendent

Re: Emergency Guardrail Replacement – Justification for Continued Emergency

Recommended Action:

1. Receive update on Eastside Lane and North River Lane emergency guardrail repair/replacement project.
2. As established by Public Contract Code Chapter 2.5, “Emergency Contracting Procedures,” review the emergency action taken on Jan 5, 2021 and make a finding, based on substantial evidence set forth in this staff report and at the meeting, that the emergency continues to exist as to Eastside Lane and North River Lane, and that continuation of action to replace the damaged guardrail on both roads is necessary to respond to the emergency. [4/5th Vote Required.]
3. Delegate to the Mono County Road Operations Superintendent the authority to continue to procure the necessary equipment, services, and supplies for the emergency guardrail replacement on Eastside Lane and North River Lane, without giving notice for bids to let contracts, including executing any agreements or contracts for the construction or repair of the damaged/destroyed guardrails. [4/5th Vote Required.]

Fiscal Impact:

Based on the initial estimates obtained by the Public Works Department – Roads Division, the total cost of the emergency repair/replacement of the Eastside Lane and North River Lane guardrails is approximately \$160,000.00. The emergency projects are eligible for 75% funding via the California Disaster Assistance Act (CDAA) Program administered by the Governor’s Office of Emergency Services (CalOES). Staff proposes that the 25% County match for the emergency guardrail repairs/replacements be paid with available transportation funding.

Strategic Plan Alignment: *Infrastructure, Public Safety*

Current project status:

- The contract with Coral construction has been fully executed and they are scheduled to mobilize to the site on 2/1/21.
- The construction schedule has work beginning on 2/3/21 and completing on 2/12/21. The recent snow storms and storms forecast for early February may

impact the construction timeline. Total impact unknown currently, but the board will be updated on any delays when this item is briefed on 2/16/21.

Justification for Continued Emergency – Eastside Lane and North River Lane:

The emergency continues to exist as the damaged guardrail and temporary protective measures are still in place. Full replacement of the guardrail is required to ensure traffic safety along Eastside Lane and North River Lane.

If you have any questions regarding this item, please contact me at 760.932.5449. I may also be contacted by email at kjulian@mono.ca.gov.

Respectfully submitted,



Kevin Julian
Road Operations Superintendent



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

Departments: Social Services

TIME REQUIRED

SUBJECT Agreement with Inyo County for
Senior Service Funds

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The County of Inyo-Eastern Sierra Area Agency on Aging (ESAAA) Program provides revenues to the County of Mono for the provision of senior services. Senior services offered by Mono County include Nutrition Programs (Congregate and Home Delivered Meals); senior center activities; transportation and assisted transportation; and information and assistance to seniors throughout Mono County. This Agreement mirrors the State four-year plan cycle, with contingencies for annual updates and changes.

RECOMMENDED ACTION:

Approve the proposed Agreement with Inyo County for the provision of senior services by Mono County for an initial one-year period of July 1, 2020 through June 30, 2021 with three options to extend the Agreement for additional one-year periods through June 30, 2024; and authorize the Board Chair to execute the Contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

The total Agreement amount for July 1, 2020 through June 30, 2024 is not-to-exceed \$600,000; the current Fiscal Year 2020/21 allocation is \$110,351 not including one-time-only funds which will be included later this year when they become available.

CONTACT NAME: Kathy Peterson

PHONE/EMAIL: 760-937-6518 / kpeterson@mono.ca.gov

SEND COPIES TO:

Kathy Peterson, Social Services (kpeterson@mono.ca.gov)

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[staff report](#)

History

Time	Who	Approval
1/27/2021 10:57 AM	County Counsel	Yes
1/28/2021 12:04 PM	Finance	Yes
1/28/2021 3:37 PM	County Administrative Office	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

C O U N T Y O F M O N O

P. O. Box 2969 • Mammoth Lakes • California 93546

KATHRYN PETERSON, MPH
Director

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

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



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director

Date: January 25, 2021

Re: Agreement between County of Inyo-Senior Services Program and County of Mono for the provision of senior services by Mono County

Recommended Action:

Approve the proposed Agreement with Inyo County for the provision of senior services by Mono County for an initial one-year period of July 1, 2020 through June 30, 2021 with three options to extend the Agreement for additional one-year periods through June 30, 2024; and authorize the Board Chair to execute the Contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact:

The total Agreement amount for July 1, 2020 through June 30, 2024 is not-to-exceed \$600,000; the current Fiscal Year 2020/21 allocation is \$110,351 not including one-time-only funds which will be included later this year when they become available. The term of the contract is renegotiable for a maximum of three additional one-year periods.

Discussion:

The County of Inyo-Eastern Sierra Area Agency on Aging (ESAAA) Program provides revenues to the County of Mono for the provision of senior services. Mono County's share of the funds may increase or decrease each year based on available funding from the California Department of Aging and on the receipt of one-time-only (OTO) funds. The OTO funds are a statewide redistribution of state funds not spent in the prior fiscal year.

The term of the Agreement is renegotiable for a maximum of three additional one-year periods. In future years, the base allocation amount to be reimbursed to Mono County by Inyo County in accordance with the Agreement would be approximately \$100,000 for each remaining fiscal year, not including the addition of any coronavirus relief funds and annual one-time-only funds to be provided by the California Department of Aging, or conversely, any future cuts to revenues.

During a State monitoring visit to Inyo County, the State required Inyo to change the existing Agreement template with Mono to an annual Agreement with the option to negotiate the funding for three additional years. This mirrors the State four-year plan cycle, with contingencies for annual updates and changes. Inyo staff changed the funding section so that it is based on the percentages that have been agreed to under the four-year plan.

Inyo County has been working diligently to modify this Agreement from its original drafting early in the fiscal year to meet changes newly requested by the State, and to reduce the administrative burden of bringing this Agreement to both the Inyo and Mono Board of Supervisors every time there is a funding change. For this reason, the Agreement is coming before your board late in the fiscal year.

Senior services offered by Mono County include Nutrition Programs (Congregate and Home Delivered Meals); senior center activities; transportation and assisted transportation; and information and assistance to seniors throughout Mono County.

**AGREEMENT BETWEEN COUNTY OF INYO AND THE COUNTY OF MONO
FOR THE PROVISION OF SENIOR SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Community-Based Senior services of Mono County Social Services of the County of Mono (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. INITIAL TERM AND OPTIONS.

The initial term of this Agreement shall be from July 1, 2020 to June 30, 2021 unless sooner terminated as provided below. In addition, County shall have three options to extend the Agreement for additional one-year periods as follows:

- a. From July 1, 2021 through June 30, 2022
- b. From July 1, 2022 through June 30, 2023
- c. From July 1, 2023 through June 30, 2024

County may exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions as stated in this Agreement.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor for the services and work described in Attachment A to be performed by Contractor at the County's request as follows:

Each year, Inyo County receives money from the California Department of Aging (CDA) to fund services provided in Program Service Area (PSA) 16. PSA 16 includes Inyo and Mono Counties. Funds are disbursed from the CDA to Inyo County, and Inyo County passes a certain percentage of the funds on to Mono County. The percentages to be passed on to Mono County are dictated by the PSA 16 Area Plan that is developed and approved by the Eastern Sierra Agency on Aging, the Inyo County Board of Supervisors, and the CDA. Pursuant to the current PSA 16 Area

Plan, the percentages for each service area to be disbursed to Mono County are (these percentages may change with Area Plan updates within the term of the contract):

IIIB Supportive Services: Assisted Transportation - 20% of funds received from CDA
IIIB Supportive Services: Transportation - 14% of funds received from CDA
C1 Congregate Meals - 16% of funds received from CDA
C2 Home Delivered Meals - 20% of funds received from CDA

The parties understand that the exact dollar amount that Inyo County will pay to Mono County under this contract is dependent upon the allocations that Inyo County receives each fiscal year from the CDA. However, the exact dollar amounts shall be dictated by the percentages set forth above.

The parties agree and understand that the CDA releases its annual allocations on or about April of each year, that the CDA releases one-time-only (OTO) monies and/or adjustments on or about September of each year, and that the CDA may be releasing special COVID-19 response monies. The parties agree that all three types of allocations shall be distributed between and Inyo and Mono Counties pursuant to the percentages set forth above. In order to receive its percentage of the CDA allocations, Mono County will submit an Area Plan Budget (CDA 122) to Inyo County each fiscal year within 30 days of Inyo County's receipt of allocations, as required by the CDA.

Inyo County expressly reserves the right to deny any payment or reimbursement requested by Mono County for services or work performed which is in excess of the contract limit.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by Inyo County to Mono County for services and work performed under for all terms of this Agreement shall not exceed six hundred thousand dollars (\$600,000.00).

E. Billing and payment.

Contractor will also submit an invoice for the actual monthly expenditures and County of Inyo will reimburse based on the actual expenditures. The monthly invoice shall be submitted by Contractor to County of Inyo by the 20th of the month for services delivered in the previous month, and shall be paid by County of Inyo by the end of the month after the invoice is received. Appropriate backup showing the actual expenditures must also be attached to the invoice.

Contractor will also provide a monthly summary of service activity by the 10th of the following month in the categories in the categories specified in the PSA 16 Area Plan. The monthly summary shall identify units of service provided in each category according to administrative requirements specified by the County. Payment will be conditioned on monthly submission of these service activity reports.

Contractor will submit, as required by the CDA, the Financial Closeout Report (CDA 180) within 25 days following the end of the fiscal year or within 30 days following termination prior to the end of the contract period, unless otherwise specified by the CDA.

Budgets, invoices, service activity reports and close-out reports shall be submitted to Inyo County Health & Human Services, P.O. Drawer A, Independence, CA 93526 or by electronic means specified by the County of Inyo.

F. Federal and State taxes.

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

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment **B** and with the provisions specified in that attachment.

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

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

consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be

required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo
Health and Human Services
PO Drawer H
Independence, CA

Contractor:
County of Mono Social Services
PO Box 576
Bridgeport, CA

24. ENTIRE AGREEMENT.

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

///

///

**AGREEMENT BETWEEN COUNTY OF INYO AND THE COUNTY OF MONO
FOR THE PROVISION OF SENIOR SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____, _____.

COUNTY OF INYO

CONTRACTOR

By: _____

Signature

By: _____

Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO AND THE COUNTY OF MONO
FOR THE PROVISION OF SENIOR SERVICES**

TERM:

FROM: July 1, 2020 TO: June 30, 2021

SCOPE OF WORK:

Contractor will provide the senior services identified in the most current PSA 16 Area Plan (i.e. Home Delivered Meals, Congregate Meals, Transportation and Assisted Transportation) within Mono County according to the requirements of the statutory provisions of the Title III and Title IV Programs [OAA 306] in accordance with State and federal laws and regulations. A copy of the PSA 16 Area Plan is incorporated herein by reference.

Contractor will provide a monthly summary of service activity by the 10th of the following month for Home Delivered Meals, Congregate Meals, Transportation and Assisted Transportation in terms of identified units of service according to administrative requirements specified by the County.

Contractor will participate in annual monitoring for program and fiscal activities. Contractor will provide a copy of their County Single Audit by April 15 each year.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO AND THE COUNTY OF MONO
FOR THE PROVISION OF SENIOR SERVICES**

TERM:

FROM: July 1, 2020 TO: June 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

Attachment B: Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.

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

OTHER INSURANCE PROVISIONS

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

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Attachment B: Insurance Requirements for Professional Services

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

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

Attachment B: Insurance Requirements for Professional Services

Special Risks or Circumstances

Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Mono County Behavioral Health
Recommendation to Hire Clinical
Supervisor at D Step

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

In an effort to fill its vacant Clinical Supervisor position, the Behavioral Health Department recommends hiring the successful candidate at a D step. This recommendation accounts for years of experience in the field and will assist in recruiting a highly qualified candidate in this difficult-to-recruit position. The position is on the Department's allocation list in the 82 range.

RECOMMENDED ACTION:

1) Authorize Hiring Clinical Supervisor at D Step; 2) Provide any desired direction to staff.

FISCAL IMPACT:

Despite hiring at the 82D step (salary of \$98,682 per year), Mono County Behavioral Health will still see a salary savings of \$11,600 per year (not including benefits), as the staff member who previously held the position was at an E step (salary of \$103,616 per year) with longevity (\$6,669 per year). The salary and benefits of this position are paid for through a combination of Mental Health and Mental Health Services Act funding.

CONTACT NAME: Robin Roberts

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

History

Time	Who	Approval
1/28/2021 12:36 PM	County Counsel	Yes
1/28/2021 11:53 AM	Finance	Yes
1/28/2021 3:39 PM	County Administrative Office	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors
FROM: Robin K. Roberts, Behavioral Health Director
DATE: January 13, 2021

SUBJECT:

Mono County Behavioral Health Recommendation to Hire Clinical Supervisor at D Step

RECOMMENDATION:

1) Authorize Hiring Clinical Supervisor at D Step; 2) Provide any desired direction to staff.

DISCUSSION:

In an effort to fill its vacant Clinical Supervisor position, the Behavioral Health Department recommends hiring the successful candidate at a D step. This recommendation accounts for years of experience in the field and will assist in recruiting a highly qualified candidate in this difficult-to-recruit position. The position is on the Department's allocation list in the 82 range.

FISCAL IMPACT:

Despite hiring at the 82D step (salary of \$98,682 per year), Mono County Behavioral Health will still see a salary savings of \$11,600 per year, as the staff member who previously held the position was at an E step (salary of \$103,616 per year) with longevity (\$6,669 per year). The salary and benefits of this position are paid for through a combination of Mental Health and Mental Health Services Act funding.

SUBMITTED BY:

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Drug Medi-Cal Contract

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with California Department of Health Care Services pertaining to Drug Medi-Cal services for substance abuse treatment in Mono County.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize Robin K. Roberts, Director of Mono County Behavioral Health to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

There is no fiscal impact to the County General Fund. MCBH will be reimbursed for Drug Medi-Cal allowable expenses up to \$500,000 per year.

CONTACT NAME: Jessica Workman

PHONE/EMAIL: 760-924-1742 / jworkman@mono.ca.gov

SEND COPIES TO:

rroberts@mono.ca.gov

jworkman@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report_DMC.docx](#)

[STD 213 - DMC - Mono 20-10187.pdf](#)

Exhibit A - DMC - Mono 20-10187
Exhibit A Attachment I - DMC - Mono 20-10187.pdf
Exhibit B - DMC - Mono 20-10187.pdf
Exhibit B, Attachment I - DMC - Mono 20-10187.pdf
Exhibit D(F) - DMC - Mono 20-10187.pdf
Exhibit E - DMC - Mono 20-10187.pdf
Exhibit F - DMC - Mono 20-10187.pdf
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT - DMC - Mono 20-10187.pdf
CCC 042017 - DMC - Mono 20-10187.pdf

History

Time	Who	Approval
1/28/2021 10:11 AM	County Counsel	Yes
1/28/2021 11:49 AM	Finance	Yes
1/28/2021 3:39 PM	County Administrative Office	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors
FROM: Robin Roberts, Director, Mono County Behavioral Health
DATE: January 14, 2021

SUBJECT:

2020-2023 Drug Medi-Cal (DMC) Contract between Mono County Behavioral Health and the California Department of Health Care Services

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize Robin Roberts or other designated Behavioral Health staff to execute said contract on behalf of the County. Provide any desired direction to staff.

DISCUSSION:

Mono County Behavioral Health is entering into this contract with the California Department of Health Care Services (hereafter referred to as DHCS or Department) for the purpose of identifying and providing for covered Drug Medi-Cal services for substance use treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the HSC, Sections 14021.51–14021.53, and 14124.20–14124.25 of the W&I Code, and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.

The objective is to make substance use treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act for reimbursable covered services rendered by certified DMC providers.

FISCAL IMPACT:

There is no fiscal impact to the County General Fund. MCBH will be reimbursed for Drug Medi-Cal allowable expenses up to \$500,000.00 per year.

SUBMITTED BY:

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 20-10187	PURCHASING AUTHORITY NUMBER (If Applicable)
-------------------------------------	---

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

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
County of Mono

2. The term of this Agreement is:

START DATE
July 1, 2020

THROUGH END DATE
June 30, 2023

3. The maximum amount of this Agreement is:
\$1,500,000 (One Million, Five Hundred Thousand Dollars)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit A, Attachment I	Program Specification	34
Exhibit B	Budget Detail and Payment Provisions	14
+ - Exhibit B, Attachment I	Funding Amounts	1
+ - Exhibit C*	General Terms and Conditions	
+ - Exhibit D (F)	Special Terms and Conditions, - Notwithstanding provision 4.g, which does not apply to this Agreement.	27
+ - Exhibit E	Additional Provisions	4
+ - Exhibit F	Privacy and Information Security Provisions	6

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

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

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS P.O. Box 2619	CITY Mammoth Lakes	STATE CA	ZIP 93546
--	-----------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING	TITLE
--------------------------------	-------

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
---------------------------------	-------------

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 20-10187	PURCHASING AUTHORITY NUMBER (If Applicable)
------------------------------	---

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

W&I Code 14087.4

**Exhibit A
Scope of Work**

1. Service Overview

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

DHCS and the Contractor enter into this contract pursuant to Section 14124.21 of the Welfare and Institutions Code (hereinafter referred to as W&I Code), and section 11772 of the Health and Safety Code (hereinafter referred to as HSC), DHCS and the Contractor identified in the Standard Agreement are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

DHCS and the Contractor enter into this contract for the purpose of identifying and providing for covered Drug Medi-Cal services for substance use treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the HSC, Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the W&I Code, and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.

The objective is to make substance use treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act for reimbursable covered services rendered by certified DMC providers.

2. Service Location

The services shall be performed at applicable Drug Medi-Cal certified facilities in the County of Mono.

3. Service Hours

The services shall be provided during the working hours and days as defined by the Contractor.

4. Project Representatives

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

Department of Health Care Services Contract/Grant Manager: Teresa Castillo Telephone: (916) 713-8545 Fax: (916) 322-1176 Email: teresa.castillo@dhcs.ca.gov	County of Mono Robin K. Roberts, MFT Director of Behavioral Health Telephone: (760) 924-1740 Fax: (760) 924-1741 Email: rroberts@mono.ca.gov
---	---

**Exhibit A
Scope of Work**

B. Direct all inquiries to:

Department of Health Care Services	County of Mono
Department of Health Care Services MCBHD – Program Policy Section Attention: Bianca Vega Mail Station Code 2702 1500 Capitol Avenue Sacramento, CA 95814 Telephone: (916) 713-8556 Fax: (916) 322-1176 Email: Bianca.Vega@dhcs.ca.gov	Mono Behavioral Health Care Services Attention: Robin K. Roberts, MFT, Director of Behavioral Health P.O. Box 2619 Mammoth Lakes, CA 93546 Telephone: (760) 924-1740 Fax: (760) 924-1741 Email: rroberts@mono.ca.gov

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Contract.

5. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Contract shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 7405 codifies section 508 of the Act requiring accessibility of electronic and information technology.

6. See Exhibit A, Attachment I, for a detailed description of the services to be performed.

**Exhibit A, Attachment I
Program Specifications**

Part I: Drug Medi-Cal Treatment Program Substance Use Disorder Services

Section 1: Formation and Purpose

- A. This Exhibit A, Attachment I, Part I of the Contract is entered into by and between the Department of Health Care Services (DHCS) and the Contractor for the purpose of identifying and providing for covered Drug Medi-Cal (DMC) services for Substance Use Disorder (SUD) treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the Welfare & Institution Code (hereinafter referred to as W&I Code), and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.
- B. It is further agreed this Contract is controlled by applicable provisions of: (a) the W&I Code, Division 9, Part 3, Chapter 7, Sections 14000, *et seq.*, in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, and Article 1.3, Sections 14043, *et seq.*, (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code Regulations (hereinafter referred to as Title 9).
- C. It is understood and agreed that nothing contained in this Contract shall be construed to impair the single state agency authority of DHCS.
- D. The objective of this Contract is to make SUD treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX or Title XXI of the Social Security Act for reimbursable covered services rendered by enrolled DMC providers, including but not limited to Contractor-operated or subcontracted providers.

Section 2: Covered Services

- A. Covered Services
1. The Contractor shall establish assessment and referral procedures and shall arrange, provide, or subcontract for covered services in the Contractor's service area. Covered services include:
 - a) Outpatient Drug-Free Treatment
 - b) Narcotic Treatment Program Services
 - c) Naltrexone Treatment
 - d) Intensive Outpatient Treatment
 - e) Perinatal Residential Substance Abuse Services (excluding room and board)

**Exhibit A, Attachment I
Program Specifications**

- f) Other services approved by a State Plan amendment or waiver authorizing federal financial participation.

In accordance with the requirements in Section 1905(r) of the Social Security Act, the Contractor is responsible for providing full-scope Medi-Cal beneficiaries under the age of 21 with a comprehensive, high quality array of preventive (such as screening), diagnostic, and treatment services under Early and Periodic Screening, Diagnostic, and Treatment Services (EPSDT).

If DMC services are provided to minor consent beneficiaries, the Contractor shall comply with California Family Code Section 6929, and Title 22, Sections 50147.1, 50030, 50063.5, 50157(f)(3), 50167(a)(6)(D), and 50195(d).

2. In accordance with W&I Code, Section 14124.22, in addition to Narcotic Treatment Program (NTP) services, an NTP provider that is also enrolled as a Medi-Cal provider may provide medically necessary treatment of concurrent health conditions within the scope of the provider's practice, to Medi-Cal beneficiaries who are not enrolled in managed care plans. Medi-Cal beneficiaries enrolled in managed care plans shall be referred to those plans for receipt of medically necessary medical treatment of concurrent health conditions.

Diagnosis and treatment of concurrent health conditions of Medi-Cal beneficiaries not enrolled in managed care plans by a NTP provider may be provided within the Medi-Cal coverage limits. When the services are not part of the SUD treatment reimbursed pursuant to W&I Code, Section 14021.51, services shall be reimbursed in accordance with the Medi-Cal program. Services reimbursable under this section shall include, but not limited to, all of the following:

- a) Medical treatment visits
- b) Diagnostic blood, urine, and X-rays
- c) Psychological and psychiatric tests and services
- d) Quantitative blood and urine toxicology assays
- e) Medical supplies

An NTP provider, enrolled as a Medi-Cal provider, shall not seek reimbursement from a beneficiary for substance use disorder treatment services, if services for treatment of concurrent health conditions are billed to the Medi-Cal fee- for-service program.

3. In the event of a conflict between the definition of services contained in this Section of the Contract, and the definition of services in Title 22, Sections 51341.1,

**Exhibit A, Attachment I
Program Specifications**

51490.1, and 51516.1, the provisions of Title 22 shall govern.

4. The Contractor, to the extent applicable, shall comply with "Sobky v. Smoley" (Document 2A), 855 F. Supp. 1123 (E.D. Cal 1994), incorporated by this reference.

B. Access to Services

1. Subject to DHCS provider enrollment requirements, the Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services through use of DMC enrolled providers. Such services shall not be limited due to budgetary constraints.
 - a) When a request for covered services is made by a beneficiary, the Contractor shall require services to be initiated with reasonable promptness. The Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.
 - b) The Contractor shall ensure residential services are provided in accordance with the medical necessity criteria specified in Title 22, Section 51303, and the coverage provisions of the approved state Medi-Cal Plan. Room and board are not reimbursable DMC services. If services are denied, the provider shall inform the beneficiary in accordance with Title 22, Section 51341.1 (p).
 - c) The Contractor shall require that treatment programs are accessible to people with disabilities in accordance with Title 45, Code of Federal Regulations (hereinafter referred to as CFR), Part 84, the Americans with Disabilities Act, and other State and federal regulations and laws.
 - d) The Contractor shall not unlawfully discriminate against beneficiaries and potential beneficiaries on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation (45 C.F.R. § 92.8; Gov. Code § 11135).
 - e) The failure of the Contractor, or its subcontractors, to comply with Section 2 of this Part will be deemed a breach of this Contract sufficient to terminate this Contract for cause.
2. Covered services, whether provided directly by the Contractor or through subcontractors with DMC certified and enrolled programs, shall be provided to beneficiaries without regard to the beneficiaries' county of residence.
3. The Contractor is financially responsible for all covered services provided to beneficiaries that reside in the Contractor's county.

**Exhibit A, Attachment I
Program Specifications**

4. The Contractor shall accept claims from any DMC enrolled provider, regardless of the location of the provider, for any covered services provided to beneficiaries residing in the Contractor's county. The Contractor shall reimburse the provider through a contract or other agreement.
5. The Contractor shall require all subcontractors to inform the Contractor when a beneficiary that resides in the Contractor's county is referred to, and served by, an out-of-county provider.

C. Payment for Services

1. DHCS shall make the appropriate payments set forth in Exhibit B and take all available steps to secure and pay Federal Financial Participation (FFP) Funds and State General Funds (SGF) to the Contractor, once DHCS receives FFP and SGF, for claims submitted by the Contractor. DHCS shall notify the Contractor and allow the Contractor an opportunity to comment to DHCS when questions are posed by Centers for Medicare and Medicaid Services (CMS), or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.
2. The Contractor shall amend its subcontracts for covered services in order to provide sufficient funds to match allowable Federal Medicaid reimbursements for any increase in DMC services to beneficiaries.
3. In the event that the Contractor fails to provide covered services in accordance with the provisions of this Contract, in addition to terminating this Contract, DHCS may, pursuant to Government Code Section 30027.10, seek to divert funds necessary to provide DMC services in the Contractor's services area from the Contractor's Behavioral Health Subaccount.
4. In the event that DHCS determines the Contractor's provision of DMC services are disallowed by the federal government or by state or federal audit or review, the Contractor shall be responsible for repayment of all disallowed federal fund. In addition to any other recovery methods available, including, but not limited to, offset of Medicaid federal participation funds owed to the impacted Contractor, DHCS may offset these amounts in accordance with Government Code Section 12419.5.
5. The Contractor shall require all subcontractors and any subpart of the subcontractor that would be covered health care provider if it were a separate legal entity to comply with 45 CFR 162.410(a)(1). For purposes of this paragraph, a covered health care provider shall have the same definition as a covered entity set forth in 45 CFR 160.103. DHCS shall make payments for covered services only if the Contractor is in compliance with federal regulations.

**Exhibit A, Attachment I
Program Specifications**

Section 3: Drug Medi-Cal Certification and Continued Certification

A. DMC Certification and Enrollment

1. DHCS shall certify eligible providers to participate in the DMC program.
2. DHCS shall certify any county operated or non-governmental providers. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Contract at these sites.
3. The Contractor shall require that providers of perinatal DMC services are properly certified to provide these services and comply with the requirements contained in Title 22, Section 51341.1, Services for Pregnant and Postpartum Women.
4. The Contractor shall require all the subcontracted providers of covered services to be licensed, registered, DMC enrolled, and/or approved in accordance with applicable laws and regulations. The Contractor's subcontracts shall require that providers comply with the following regulations and guidelines, including, but not limited to:
 - a) Title 21, CFR Part 1300, *et seq.*, Title 42, CFR, Part 8
 - b) Title 22, California Code Regulations (Cal. Code Regs.), Sections 51341.1, 51490.1, and 51516.1, (Document 2C)
 - c) Minimum Quality Treatment Standards, (Document 2F(a))
 - d) Title 9, Cal. Code Regs., Div. 4, Chapter 4, Subchapter 1, Sections 10000, *et seq.*
 - e) Title 22, Cal. Code Regs., Div. 3, Chapter 3, Sections 51000, *et seq.*

In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

- f) All federal and State civil rights laws prohibiting the unlawful discrimination of individuals on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.
5. The Contractor shall notify Provider Enrollment Division (PED) of an addition or change of information in a provider's pending DMC certification application within 35 days of receiving notification from the provider. The Contractor shall ensure that a new DMC certification application is submitted to PED reflecting the change.

**Exhibit A, Attachment I
Program Specifications**

6. The Contractor is responsible for ensuring that any reduction of covered services or relocations by DMC providers are not implemented until approval is issued by DHCS. Within 35 days of receiving notification of a DMC provider's intent to reduce covered services or relocate, the Contractor shall submit, or require the DMC provider to submit, a DMC certification application to PED. The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.
7. If, at any time, a subcontractor's license, registration, certification, or approval to operate a substance use treatment program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS, the Contractor shall notify DHCS' Data Management, Reporting, and Evaluation Section by e-mail at DHCSMPF@dhcs.ca.gov within five business days of learning of the revocation, suspension, modification, or non-renewal.
 - a) A DMC provider's certification to participate in the DMC program shall automatically terminate in the event that the DMC provider or its owners, officers, or directors are convicted of Medi-Cal fraud, abuse, or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

B. Continued Certification

1. All DMC enrolled providers shall be subject to continuing certification requirements at least once every five years.
2. DHCS may allow the DMC provider to continue delivering covered services to beneficiaries at a site subject to an on-site review by DHCS as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.
3. DHCS will conduct recertification on-site visits at clinics for circumstances identified in W&I Code, Sections 14043.37, 14043.4, and 14043.7.

Section 4: Monitoring

A. State Monitoring

1. DHCS DMC Postservice Prepayment Utilization Reviews and Financial Audits of the Contractor.
 - a) After DMC services are rendered and prior to and after services are paid DHCS shall conduct DMC Postservice Prepayment Utilization Reviews of the Contractor's subcontracted DMC provider or Contractor-operated

**Exhibit A, Attachment I
Program Specifications**

provider, referred to in Section 4(A) as a subcontractor. DHCS shall monitor the subcontractor's operations for compliance with the provisions of this Contract, and applicable federal and state laws and regulations. Such monitoring activities shall include, but not be limited to, inspection and auditing of subcontractor services, management systems and procedures, and books and records, as DHCS deems appropriate, at any time during the subcontractor's normal business hours.

- b) DHCS shall issue DMC Postservice Prepayment Utilization Review reports to the Contractor, with a copy to the subcontractor. The Contractor shall be responsible for ensuring their subcontractor's deficiencies are remediated pursuant to Sections 4(A)(1)(b)(i)(1) and (2) herein. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to Section 4(A)(1)(c) herein.
- i. If programmatic deficiencies are identified, the subcontractor shall be required to submit a Corrective Action Plan (CAP) to the Contractor for review and approval. The Contractor shall submit a Contractor-approved CAP to DHCS within 60 days of the date of the DHCS report.
- 1) The CAP shall:
- a. Address each programmatic deficiency
 - b. Provide a specific description of how the deficiency shall be corrected
 - c. Specify the date of implementation of the corrective action
 - d. Identify who will be responsible for correction and who will be responsible for on-going compliance
- 2) DHCS shall provide written approval of the CAP to the Contractor with a copy to the subcontractor. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP. The subcontractor shall revise the CAP and submit it to the Contractor for review and approval. The Contractor shall submit a revised Contractor-approved CAP to DHCS within 30 days of the DHCS notification.

If the subcontractor does not submit an initial or revised CAP to the Contractor, or does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the subcontractor is in compliance with Exhibit A, Attachment I, Part I, Section 4(A)(1)(b)(i)(1) and (2). DHCS shall inform the Contractor when funds will be withheld.

**Exhibit A, Attachment I
Program Specifications**

- c) The Contractor shall monitor and attest compliance and/or completion by the subcontractor with CAP requirements detailed in Section 4, Paragraph (A)(1)(b)(i)(1&2) of this Exhibit as required by any DHCS review. The Contractor shall attest to DHCS, using the form developed by DHCS, that the requirements in the CAP have been completed by the subcontractor. Submission of DHCS Form 8049, as identified in this section, by the Contractor shall be accomplished within the timeline specified in the approved CAP, as noted by DHCS.

2. DHCS Postservice Postpayment Utilization Reviews

- a) After DMC services are rendered and paid, DHCS shall conduct DMC Postservice Postpayment (PSP) Utilization Reviews of the Contractor's subcontracted DMC provider or Contractor-operated provider, referred to in Section 4(A) as a subcontractor. DHCS shall monitor the subcontractor for compliance with the provisions of this Contract and in accordance with Title 22, Section 51341.1. Any claimed DMC service may be reviewed for compliance with all applicable standards, regulations, and program coverage after services are rendered and the claim is paid.
- b) DHCS shall issue the DMC PSP reports to the Contractor with a copy to the subcontractor. The Contractor shall be responsible for ensuring the subcontractor's deficiencies are remediated pursuant to Section 4(A)(2)(b)(i)(1) and (2) herein. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to Section 4(A)(2)(c) herein.
 - i. If programmatic deficiencies are identified, the subcontractor shall be required to submit a CAP to the Contractor for review and approval. The Contractor shall submit a Contractor-approved CAP to DHCS within 60 days of the date of the PSP report.
 - 1) The CAP shall:
 - a. Address each programmatic deficiency
 - b. Provide a specific description of how the deficiency shall be corrected
 - c. Specify the date of implementation of the corrective action
 - d. Identify who will be responsible for correction and who will be responsible for ongoing compliance

**Exhibit A, Attachment I
Program Specifications**

- 2) DHCS shall provide written approval of the CAP to the Contractor with a copy to the subcontractor. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP. The subcontractor shall revise the CAP and submit it to the Contractor for review and approval. The Contractor shall submit a revised Contractor-approved CAP to DHCS within 30 days of the DHCS notification.

If the subcontractor does not submit an initial or revised CAP to the Contractor, or does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the subcontractor is in compliance with Exhibit A, Attachment I, Part I, Section 4(A)(2). DHCS shall inform the Contractor when funds will be withheld.

- c) The Contractor shall monitor and attest compliance and/or completion by subcontractors with CAP requirements detailed in Section 4(A)(2)(c) of this Exhibit as required by any PSPF review. The Contractor shall attest to DHCS, using the form developed by DHCS, that the requirements in the CAP have been completed by subcontractor. Submission of DHCS Form 8049, as identified in this section, by the Contractor shall be accomplished within the timeline specified in the approved CAP, as noted by DHCS.
- d) DHCS shall take appropriate steps in accordance with Title 22, Section 51341.1, to recover payments made if subsequent investigation uncovers evidence that the claim(s) should not have been paid or that DMC services have been improperly utilized.
- e) The Contractor and/or subcontractor may appeal DMC dispositions concerning demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled pursuant to Title 22, Cal Code Regs., Section 51341.1(q). This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Exhibit B, Part III, Section 2, of this Contract.
- f) DHCS shall monitor the subcontractor's compliance with PSPF utilization review requirements in accordance with Title 22. The Contractor shall also monitor the subcontractor's compliance in accordance with Section 4, Paragraph (A)(2), of this Contract. The federal government may also review the existence and effectiveness of DHCS's utilization review system.

**Exhibit A, Attachment I
Program Specifications**

- g) The Contractor shall implement and maintain compliance with the system of review described in Title 22, Section 51341.1(k), for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.
- h) The Contractor shall ensure that the subcontractor sites keep a record of the beneficiaries being treated at each location. The Contractor shall retain beneficiary records for either ten years from the final date of a contract period, the completion of any audit, or the date a service was rendered, whichever occurs later.

3. Training

- a) The Contractor shall ensure subcontractors complete training on the requirements of Title 22 regulations and DMC program requirements at least annually from either DHCS' MCBHD or the Contractor. The Contractor shall provide documentation of attendance at the annual training to DHCS' e-mail address MCBHDMonitoring@dhcs.ca.gov annually as part of the DHCS Contractor monitoring process.
- b) The Contractor may request additional technical assistance or training from MCBHD on an ad hoc basis.

B. Contractor Monitoring

- 1. Program Integrity: The Contractor is responsible for ensuring program integrity of its services and its subcontractors through a system of oversight, which shall include at least the following:
 - a) Compliance with state and federal law and regulations, including, but not limited to, 42 CFR 433.51, 42 CFR 431.800 *et seq.*, 42 CFR 440.230, 42 CFR 440.260, 42 CFR 455 *et seq.*, 42 CFR 456 *et seq.*, 42 CFR 456.23, 22 Cal. Code Regs. 51490, 22 Cal. Code Regs. 51490.1, 22 Cal. Code Regs. 51159, WIC 14124.1, WIC 14124.2, 42 CFR 438.320, 42 CFR 438.416, 42 CFR 438.10, and 42 CFR 438.206.
 - b) The Contractor shall conduct, at least annually, a programmatic and utilization review of DMC providers to assure covered services are being appropriately rendered. The annual review shall include an on-site visit of the DMC provider. Reports of the annual review shall be provided to the Medi-Cal Behavioral Health Division (MCBHD) at:

DHCS
Medi-Cal Behavioral Health Division
1500 Capitol Avenue, MS# 2623
Sacramento, CA 95814

**Exhibit A, Attachment I
Program Specifications**

Or by secure, encrypted email to: MCBHDMonitoring@dhcs.ca.gov

The review reports shall be provided to DHCS within two weeks of completion by the Contractor.

Technical assistance is available to counties from DHCS' MCBHD.

- c) The Contractor shall ensure that Drug and Alcohol Treatment Access Report (DATAR) submissions, detailed in Part III, Paragraph E of this contract are complied with by all treatment providers and subcontracted treatment providers. The Contractor shall attest that each subcontractor is enrolled in DATAR at the time of execution of the subcontract.
- d) The Contractor shall certify the DMC claims submitted to DHCS represent expenditures eligible for FFP and attest that the submitted claims have been subject to review and verification process for accuracy and legitimacy (42 CFR 430.30, 433.32, and 433.51). The Contractor shall not knowingly submit claims for services rendered to any beneficiary after the beneficiary's date of death, or from unenrolled or disenrolled providers.

2. Monthly Monitoring

- a) The Contractor shall, on a monthly basis, monitor the status of all subcontractors to ensure they maintain active enrollment in the DMC program. Any subcontractor that surrenders its certification or closes its facility shall be reported by the Contractor to DHCS' Provider Enrollment Division at DHCSDMCRECERT@dhcs.ca.gov within five business days of notification or discovery.
- b) During the monthly status check, the Contractor shall monitor for a triggering recertification event (including but not limited to; change in ownership, change in scope of services, remodeling of facility, or change in location) and report any triggering events to DHCS' Provider Enrollment Division at DHCSDMCRECERT@dhcs.ca.gov within five business days of notification or discovery.

3. Program Complaints

- a) Report suspected Medi-Cal Fraud online:
<https://www.dhcs.ca.gov/individuals/Pages/StopMedi-CalFraud.aspx>
By email: fraud@dhcs.ca.gov
By phone: 1-800-822-6222
- b) All complaints received by the Contractor regarding a DMC provider shall be forwarded to MCBHD within two business days as follows:

Exhibit A, Attachment I Program Specifications

DMC provider complaints are to be submitted to:

DHCS
Medi-Cal Behavioral Health Division
1500 Capitol Avenue, MS# 2623
Sacramento, CA 95814

- c) Complaints for licensed, adult alcoholism or drug abuse recovery or treatment facilities, or Alcohol and/or Other Drug (AOD) Certified Treatment Facilities shall be addressed to:

Department of Health Care Services
Licensing and Certification Division
P.O Box 997413., MS# 2601
Sacramento, CA 95899-7413

Email: SUDcomplaints@dhcs.ca.gov
Public Number: (916) 322-2911
Toll Free Number: (877) 685-8333

The Complaint Form is available and can be submitted online at:
<http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx>.

- d) The Contractor shall be responsible for investigating complaints and providing the results of all investigations to DHCS by secure, encrypted e-mail to: MCBHDmonitoring@dhcs.ca.gov within two business days of completion.

4. Record Retention

- a) The Contractor shall include instructions on record retention in any subcontract with providers and mandate all providers to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&I Code, Section 14124.1.

5. Subcontract Termination

- a) The Contractor shall notify DHCS' Data Management, Reporting, and Evaluation Section by email at DHCSMPF@dhcs.ca.gov of the termination of any contract with a subcontractor, and the basis for termination of the contract, within five business days of the termination.

6. Corrective Action Plan

- a) If the Contractor fails to ensure any of the foregoing oversight through an adequate system of monitoring, utilization review, and fiscal and

Exhibit A, Attachment I Program Specifications

programmatic controls, DHCS may request a CAP from the Contractor to address these deficiencies and a timeline for implementation. Failure to submit a CAP or adhere to the provisions in the CAP may result in a withholding of funds allocated to the Contractor for the provision of services, and/or termination of this Contract for cause.

- b) Failure to comply with monitoring requirements shall result in:
- i. DHCS shall issue a report to the Contractor after conducting monitoring, utilization, or fiscal auditing reviews of the Contractor. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. The Contractor shall submit a CAP to DHCS within the timeframes required by DHCS.
 - 1) The CAP shall include:
 - a. A statement of the deficiency
 - b. A list of action steps to be taken to correct the deficiency
 - c. Target date for implementation of each corrective action
 - d. Who will be responsible for correction and ongoing compliance
 - ii. DHCS will provide written approval of the CAP to the Contractor. If DHCS does not approve the CAP submitted by the Contractor, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a new deadline for submission.
 - iii. If the Contractor does not submit a CAP, or does not implement the approved CAP provisions within the designated timeline, DHCS may withhold funds until the Contractor is in compliance. DHCS shall inform the Contractor 30 calendar days in advance of when funds will be withheld.

Section 5: Investigations and Confidentiality of Administrative Actions

- A. The Contractor acknowledges that if a DMC subcontractor is under investigation by DHCS or any other state, local, or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the subcontractor from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about a subcontractor's administrative sanction status is confidential until such time as the action is either completed or resolved. DHCS may also issue a Payment Suspension to a subcontractor pursuant to W&I Code, Section 14107.11 and 42 CFR Section 455.23. The Contractor is to withhold payments from a DMC subcontractor during the time a Payment Suspension is in effect.

**Exhibit A, Attachment I
Program Specifications**

The Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with the Contractor concerning subcontractors that are subject to administrative sanctions.

DRAFT

**Exhibit A, Attachment I
Program Specifications**

Part II - General

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by Congress, or any statute enacted by Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. No Unlawful Use or Unlawful Use Messages Regarding Drugs

The Contractor agrees that information produced through these funds, and which pertains to drug- and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug- and alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, the Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

C. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III – Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

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

If any of the work performed under this Contract is subject to HIPAA, the Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and the Contractor shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

1. Trading Partner Requirements

- a) No Changes. The Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Department of Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).
- b) No Additions. The Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

**Exhibit A, Attachment I
Program Specifications**

- c) No Unauthorized Uses. The Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 CFR 162.915 (c)).
- d) No Changes to Meaning or Intent. The Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

The Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, The Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

The Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, the Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

The Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, then the Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each party for

Exhibit A, Attachment I Program Specifications

no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

E. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, Division 4, Chapter 8 (Document 3H).

F. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

G. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 USC 7104(g)), as amended by section 1702 of Pub. L. 112-239.

H. Tribal Communities and Organizations

The Contractor shall regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

I. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guidelines," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit, until new Perinatal Practice Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

**Exhibit A, Attachment I
Program Specifications**

J. Youth Treatment Guidelines

The Contractor will follow the guidelines in Document 1V, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

K. Nondiscrimination in Employment and Services

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, the Contractor will not unlawfully discriminate against any person.

L. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 *et seq.*) prohibiting discrimination in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246, 42 USC 2000e *et seq.*, and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

**Exhibit A, Attachment I
Program Specifications**

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

M. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 *et seq.*) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 *et seq.*).
2. Title 2, Division 3, Part 1, Chapter 1, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the Cal. Code Regs., commencing with Section 13060.
4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

O. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

P. Information Access for Individuals with Limited English Proficiency and/or Disabilities

1. The Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
2. The Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
 - a) Materials explaining services available to the public
 - b) Language assistance

**Exhibit A, Attachment I
Program Specifications**

- c) Language interpreter and translation services
 - d) Video remote language interpreting services
3. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):
- a) The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.
 - b) The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no cost. Large print means printed in a font size no smaller than 18 point.
 - c) The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.
 - d) The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.
 - i. The DHCS shall use following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State, and in the Contractor's service area:
 - 1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English, and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and
 - 2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.
 - e) The Contractor shall notify its beneficiaries:
 - i. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:
 - 1) Qualified interpreters

**Exhibit A, Attachment I
Program Specifications**

2) Information written in other languages

- ii. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:
 - 1) Qualified sign language interpreters
 - 2) Written information in other formats (large print, audio, accessible electronic formats, other formats)
- iii. How to access services.

Q. Subcontract Provisions

The Contractor shall include the foregoing Part II general provisions in all of its subcontracts.

R. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for alcohol and other drug abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

S. Nondiscrimination Notice, Nondiscrimination Statement, and Taglines (45 C.F.R. § 92.8)

- 1. The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services, including written translation and oral interpretation to understand the information provided, and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:
 - a) In all conspicuous physical locations where the Contractor interacts with the public.
 - b) In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page, and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.

**Exhibit A, Attachment I
Program Specifications**

- c) In all significant communications and significant publications targeted to beneficiaries, enrollees, applicants, and members of the public, except for significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.
2. The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages in the State (as determined by DHCS), explaining the availability of free language assistance services, and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:
 - a) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.
 3. The Contractor's nondiscrimination notice, nondiscrimination statement, and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size no smaller than 18 point, and must include information on how to request auxiliary aids and services, including the provision of the materials in alternative formats.
- T. Discrimination Grievances (45 CFR §§ 92.7 and 92.8; W&I Code §14029.91)
1. The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination law.
 2. The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.
 3. The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:
 - a) The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

**Exhibit A, Attachment I
Program Specifications**

- b) The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age, or disability.

DRAFT

**Exhibit A, Attachment I
Program Specifications**

Part III – Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor submits any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Document 1F (a), Reporting Requirement Matrix for Counties.

A. Year-End Cost Settlement Reports

Pursuant to W&I Code, Section 14124.24(g)(1), the Contractor shall submit to DHCS, on November 1 of each year, the following year-end cost settlement documents, for itself and its subcontracted DMC providers, by paper or electronic format, as prescribed by DHCS:

1. Document 2P, County Certification Year-End Claim for Reimbursement
2. Document 2P(a), Drug Medi-Cal Provider Cost Report Excel Workbook

B. Drug Medi-Cal Claims and Reports

The Contractor or DMC providers that bill DHCS or the County for services identified in Section 51516.1 of Title 22 shall submit claims in accordance with DHCS' DMC Provider Billing Manual (Document 2G).

The Contractor and subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to that beneficiary for that month. Medi-Cal eligibility verification shall be performed prior to rendering service, in accordance with and as described in DHCS' DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the DHCS' DMC Provider Billing Manual.

Claims for DMC reimbursement shall include only those services covered under Title 22, Section 51341.1(c-d) and administrative charges that are allowed under W&I Code, Sections 14132.44 and 14132.47.

1. The Contractor shall submit the "Certified Expenditure" form, reflecting either: (1) the approved amount of the 837P claim file, after the claims have been adjudicated or (2) the claimed amount identified on the 837P claim file, which could account for both approved and denied claims. The Contractor shall submit the DHCS Drug Medi- Cal Certification for Federal Reimbursement Form 100224A (Document 4D) to DHCS for each 837P transaction approved for reimbursement of the federal Medicaid funds.
2. DMC service claims shall be submitted electronically in a HIPAA compliant format (837P). All adjudicated claim information must be retrieved by the Contractor via an 835 HIPAA compliant format (Health Care Claim Payment/Advice).

**Exhibit A, Attachment I
Program Specifications**

3. The following forms shall be prepared as needed and retained by the DMC provider for review by DHCS:

- a) Multiple Billing Override Certification (MC 6700), Document 2K
- b) Good Cause Certification (6065A), Document 2L(a)
- c) Good Cause Certification (6065B), Document 2L(b)

In the absence of good cause documented on the Good Cause Certification (6065A or 6065B) form, claims that are not submitted within 6 months of the date of service shall be denied. The existence of good cause shall be determined by DHCS in accordance with Title 22, Cal. Code Regs., Sections 51008 and 51008.5.

4. Certified Public Expenditure County Administration

Separate from direct service claims as identified in this section above, the Contractor may submit an invoice for administrative costs for administering the DMC program on a quarterly basis. The form requesting reimbursement shall be submitted to DHCS.

5. If, while completing the Quality Assurance and Utilization Review (QAUR) requirements of this Exhibit A, Attachment I, Part I, Section 4, any of the Contractor's skilled professional medical personnel and directly supporting staff meet the criteria set forth in 42 CFR 432.50(d)(1), then the Contractor shall submit a written request that specifically demonstrates how the skilled professional medical personnel and directly supporting staff meet all of the applicable criteria set forth in 42 C.F.R. 432.50(d)(1) and outline the duties they will perform to assist DHCS, or DHCS' skilled professional medical personnel, in activities that are directly related to the administration of the DMC Program. DHCS shall respond to the Contractor's written request within 20 days with either a written agreement pursuant to 42 CFR 432.50(d)(2) approving the request, or a written explanation as to why DHCS does not agree that the Contractor's skilled professional medical personnel and directly supporting staff do not meet the criteria set forth in 42 CFR 432.50(d)(1).

C. California Outcomes Measurement System for Treatment (CalOMS-Tx)

The CalOMS-Tx Business Rules and Requirements are:

- 1. The Contractor shall internally comply with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data or contract with a software vendor that does. If applicable, a Business Associate Agreement (BAA) shall be established between the Contractor and the software vendor, and the BAA shall

Exhibit A, Attachment I Program Specifications

state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.

2. The Contractor shall conduct information technology (IT) systems testing and pass DHCS certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with vendor for IT services, the Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by DHCS prior to submitting CalOMS-Tx data. If the Contractor changes or modifies the CalOMS-Tx IT system, the Contractor shall re-test and pass DHCS re-certification prior to submitting data from a new or modified system.
3. Electronic submission of CalOMS-Tx data shall be submitted by the Contractor within 45 days from the end of the last day of the report month.
4. The Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection.
5. The Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and “provider no activity” report records in an electronic format approved by DHCS.
6. The Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in Document 3S for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.
7. The Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.
8. The Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.
9. The Contractor shall meet the requirements as identified in Exhibit F, Privacy and Information Security Provisions and Exhibit F, Attachment I – Social Security Administration Agreement.

D. CalOMS-Tx General Information

If the Contractor experiences system or service failure or other extraordinary circumstances of CalOMS-Tx that affects its ability to submit timely.

1. CalOMS-Tx data, the Contractor shall report the problem in writing by secure, encrypted email to DHCS at ITServiceDesk@dhcs.ca.gov before the established data submission deadlines.

**Exhibit A, Attachment I
Program Specifications**

2. If the Contractor is unable to submit CalOMS-Tx data due to system or service failure or other extraordinary circumstance, written notice shall be submitted prior to the data submission deadline at: SUDcalomssupport@dhcs.ca.gov. The written notice shall include a remediation plan that is subject to review and approval by DHCS. DHCS may, at its sole discretion, grant a grace period of up to 60 days for the Contractor to resolve the problem.
3. If DHCS experiences system or service failure, an extension equal to the number of business days will be granted for the Contractor's data submission.
4. The Contractor shall comply with the treatment data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding DMC funds.
5. If the Contractor submits data after the established deadlines, due to a delay or problem, the Contractor is still responsible for collecting and reporting data from time of delay or problem.

E. Drug and Alcohol Treatment Access Report (DATAR)

The DATAR business rules and requirements are:

1. The Contractor shall be responsible for ensuring that the Contractor-operated treatment services and all treatment providers with whom the Contractor makes a contract or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by DHCS.
2. The Contractor shall ensure that all DATAR reports are submitted by either the Contractor-operated treatment providers and/or by each subcontracted treatment provider to DHCS by the 10th of the month following the report activity month.
3. The Contractor shall ensure that treatment providers who reach or exceed 90 percent of their dedicated capacity report this information to DHCSPerinatal@dhcs.ca.gov within seven days of reaching capacity.
4. The Contractor shall ensure that all applicable providers are enrolled in DHCS' web-based DATAR program for submission of data, accessible on the DHCS website, when executing the subcontract.
5. If the Contractor or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem before the established data submission deadlines by writing a secure, encrypted email to DHCS at ITServiceDesk@dhcs.ca.gov. The written notice shall include a CAP that is subject to review and approval by DHCS. A grace period of up to 60 days may

**Exhibit A, Attachment I
Program Specifications**

be granted, at DHCS' sole discretion, for the Contractor to resolve the problem before DMC payments are withheld (See Exhibit B, Part II, Section 2).

6. If DHCS experiences system or service failure, no penalties will be assessed to the Contractor for late data submission.

F. Failure to meet required reporting requirements shall result in:

1. DHCS shall issue a Notice of Deficiency (Deficiencies) to the Contractor regarding specified providers with a deadline to submit the required data and a request for a CAP to ensure timely reporting in the future. The Contractor shall submit the CAP to DHCS, DHCS will approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to DHCS within 30 days from the date of the letter.
2. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS may withhold funds until all data is submitted. DHCS shall inform the Contractor 30 calendar days in advance of when funds will be withheld.

G. Discrimination Grievances Reporting Requirements

1. Within ten (10) calendar days of mailing a Discrimination Grievance resolution letter to a beneficiary, the Contractor shall submit detailed information regarding the grievance to DHCS Office of Civil Rights' designated Discrimination Grievance email box. The Contractor shall submit the following detailed information in a secure format to DHCS.DiscriminationGrievances@dhcs.ca.gov:
 - a) The original complaint.
 - b) The provider's or other accused party's response to the grievance.
 - c) Contact information for the Contractor's personnel responsible for the Contractor's investigation and response to the grievance.
 - d) Contact information for the beneficiary filing the grievance and for the provider or other accused party that is the subject of the grievance.
 - e) All correspondence with the beneficiary regarding the grievance, including, but not limited to, the Discrimination Grievance acknowledgment and resolution letter(s) sent to the beneficiary.
 - f) The results of the Contractor's investigation, copies of any corrective action taken, and any other information that is relevant to the allegation(s) of discrimination.

**Exhibit A, Attachment I
Program Specifications**

Part IV – Definitions

Section 1 - General Definitions

The words and terms of this Contract are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage pursuant to Division 10.5 of HSC, Section 11750 *et seq.*, and Title 9, Cal. Code Regs., Section 9000 *et seq.*

- A. **“Contractor”** means the county identified in the Standard Agreement or authorized by the County Board of Supervisors to administer SUD programs.
- B. **“Corrective Action Plan” (CAP)** means the written plan of action document which the Contractor or its subcontractor develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with laws, regulations or standards.
- C. **“County”** means the county in which the Contractor physically provides covered SUD treatment services.
- D. **“County Realignment Funds”** means Behavioral Health Subaccount funds received by the County as per Government Code Section 30025.
- E. **“Days”** means calendar days, unless otherwise specified.
- F. **“Dedicated Capacity”** means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide Substance Abuse Prevention and Treatment Block Grant services to persons eligible for the Contractor’s services.
- G. **“Discrimination Grievance”** means a complaint concerning the unlawful discrimination on the basis of any characteristic protected under federal or state law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.
- H. **“Final Settlement”** means permanent settlement of the Contractor’s actual allowable costs or expenditures as determined at the time of audit, which shall be completed within three years of the date the year-end cost settlement report was accepted for interim settlement by the DHCS. If the audit is not completed within three years, the interim settlement shall be considered as the final settlement.
- I. **“Interim Settlement”** means temporary settlement of actual allowable costs or expenditures reflected in the Contractor’s year-end cost settlement report.
- J. **“Modality”** means those necessary overall general service activities to provide SUD services as described in Division 10.5 of the HSC.

**Exhibit A, Attachment I
Program Specifications**

- K. **“Performance”** means providing the dedicated capacity in accordance with Exhibit B, Attachment I, and abiding by the terms of this Exhibit, including all applicable state and federal statutes, regulations, and standards, including Alcohol and/or Other Drug Certification Standards (Document 1P), in expending funds for the provision of substance use services hereunder.
- L. **“Revenue”** means the Contractor’s income from sources other than DHCS allocation.
- M. **“Service Area”** means the geographical area under the Contractor’s jurisdiction.
- N. **“Service Element”** is the specific type of service performed within the more general service modalities.
- O. **“State”** means the Department of Health Care Services or DHCS.
- P. **“Utilization”** means the total actual units of service used by beneficiaries and participants.

Section 2 – Definitions Specific to Drug Medi-Cal

The words and terms of this Contract are intended to have their usual meaning unless a specific or more limited meaning is associated with their usage pursuant to the HSC, Cal. Code Regs., Title 9, and/or Cal. Code Regs., Title 22. Definitions of covered treatment modalities and services are found in Title 22 (Document 2C) and are incorporated by this reference.

- A. **“Administrative Costs”** means the Contractor’s actual direct costs, as recorded in the Contractor’s financial records and supported by source documentation, to administer the program or an activity to provide service to the DMC program. Administrative costs do not include the cost of treatment or other direct services to the beneficiary. Administrative costs may include, but are not limited to, the cost of training, programmatic and financial audit reviews, and activities related to billing. Administrative costs may include the Contractor’s overhead per the approved indirect cost rate proposal pursuant to OMB Circular A-87 and the State Controller’s Office Handbook of Cost Plan Procedures.
- B. **“Authorization”** is the approval process for DMC Services prior to the submission of a DMC claim.
- C. **“Beneficiary”** means a person who: (a) has been determined eligible for Medi-Cal; (b) is not institutionalized; (c) has a substance-related disorder per the "Diagnostic and Statistical Manual of Mental Disorders IV (DSM)", or DSM V criteria; and (d) meets the admission criteria to receive DMC covered services.

**Exhibit A, Attachment I
Program Specifications**

- D. **“Covered Services”** means those DMC services authorized by Title XIX or Title XXI of the Social Security Act, Title 22 Section 51341.1, W&I Code, Section 14124.24, and California's Medicaid State Plan.
- E. **“Direct Provider Contract”** means a contract established between DHCS and a DMC enrolled provider entered into pursuant to this Agreement for the provision of DMC services.
- F. **“Drug Medi-Cal Program” or “DMC Program”** means the state system wherein beneficiaries receive covered services from DMC-certified SUD treatment providers.
- G. **“Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT)”** means the federally mandated Medicaid benefit that entitles full-scope Medi-Cal-covered beneficiaries less than 21 years of age to receive any Medicaid service necessary to correct or ameliorate a defect, mental illness, or other condition, such as a substance-related disorder-that is discovered during a health screening.
- H. **“Enrolled Provider”** means a SUD clinic location that has received certification to be reimbursed as a DMC clinic by DHCS to provide services as described in Title 22, Cal. Code Regs., Section 51341.1.
- I. **“Federal Financial Participation (FFP)”** means the share of Federal Medicaid funds for reimbursement of DMC services.
- J. **“Medical Necessity”** means those substance use treatment services that are reasonable and necessary to protect life, prevent significant illness or disability, or alleviate severe pain through the diagnosis and treatment of a disease, illness, or injury or in the case of EPSDT services that meet the criteria specified in Title 22, Sections 51303 and 51340.1.
- K. **“Narcotic Treatment Program” or “NTP”** means an outpatient clinic licensed by DHCS to provide narcotic replacement therapy directed at stabilization and rehabilitation of persons who are opiate-addicted and have a substance use diagnosis.
- L. **“Payment Suspension”** means the enrolled DMC provider has been issued a notice pursuant to W&I Code, Section 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.
- M. **“Perinatal DMC Services”** means covered services as well as mother/child habilitative and rehabilitative services, services access (i.e., provision or arrangement of transportation to and from medically necessary treatment), education to reduce harmful effects of alcohol and drugs on the mother and fetus or infant, and coordination of ancillary services (Title 22, Section 51341.1(c)(4)).

**Exhibit A, Attachment I
Program Specifications**

- N. **“Postpartum”** defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility shall end on the last day of the calendar month in which the 60th day occurs.
- O. **“Postservice Postpayment (PSPP) Utilization Review”** means the review for program compliance and medical necessity conducted by DHCS after service was rendered and paid. DHCS may recover prior payments of federal and DHCS funds if such review determines that the services did not comply with the applicable statutes, regulations, or standards (Title 22, Section 51341.1 (k)).
- P. **“Postservice Prepayment Utilization Review”** means the review for program compliance and or integrity conducted by DHCS. DHCS will provide technical assistance for areas identified that did not comply with the applicable statutes, regulations, or standards (Title 22, Section 51159(b)).
- Q. **“Provider of DMC Services”** means any person or entity that provides direct substance use treatment services and has been certified by the DHCS in accordance with Cal. Code Regs., Title 22, Section 51000.30 Medi-Cal Provider Application for Enrollment, Continued Enrollment, or Enrollment at a New, Additional, or Changed Location.
- R. **“Re-certification”** means the process by which the DMC certified clinic program is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate and be reimbursed by the DMC program. Re-certification shall occur no less than every five years from the date of previous DMC certification or re-certification.
- S. **“Statewide Maximum Allowances (SMA)”** means the maximum amount authorized to be paid by DMC for each covered unit of service for outpatient drug free, intensive outpatient treatment, perinatal residential, and Naltrexone treatment services. While the rates are approved by DHCS, they are subject to change through the regulation process.
- T. **“Subcontract”** means an agreement between the Contractor and its subcontractors. A subcontractor shall not delegate its obligation to provide covered services or otherwise subcontract for the provision of direct patient/ beneficiary services.
- U. **“Subcontractor”** means an individual or entity that is DMC certified and has entered into an agreement with the Contractor to be a provider of covered services. It may also mean a vendor who has entered into a procurement agreement with the Contractor to provide any of the administrative functions related to fulfilling the Contractor’s obligations under the terms of this Exhibit A, Attachment I.
- V. **“Temporary Suspension”** means the provider is temporarily suspended from participating in the DMC program as authorized by W&I Code, Section 14043.36(a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

**Exhibit A, Attachment I
Program Specifications**

DOCUMENTS INCORPORATED BY REFERENCE

All DMC documents incorporated by reference into this contract may not be physically attached to the contract, but can be found at DHCS' website:

<https://www.dhcs.ca.gov/provgovpart/Pages/DMC-Contracts.aspx>

- Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services
- Document 1G: Perinatal Practice Guidelines FY 2018-19
- Document 1K: Drug and Alcohol Treatment Access Report (DATAR) User Manual
- Document 1P: Alcohol and/or Other Drug Program Certification Standards (May 1, 2017)
- Document 1V: Youth Treatment Guidelines
- Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995
- Document 2C: Title 22, California Code of Regulations
- Document 2F(a): Minimum Quality Drug_Treatment Standards for DMC
- Document 2G: Drug Medi-Cal Billing Manual
- Document 2K: Multiple Billing Override Certification (MC 6700)
- Document 2L(a): Good Cause Certification (6065A)
- Document 2L(b): Good Cause Certification (6065B)
- Document 2P: County Certification - Cost Report Year-End Claim for Reimbursement
- Document 2P(a): Drug Medi-Cal Provider Cost Report Excel Workbook
- Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs
- Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors
- Document 3J: CalOMS Treatment Data Collection Guide

**Exhibit A, Attachment I
Program Specifications**

- Document 3S: CalOMS Treatment Data Compliance Standards
- Document 3T: Non-Drug Medi-Cal and Drug Medi-Cal DHCS Local Assistance Funding Matrix
- Document 3V: Culturally and Linguistically Appropriate Services (CLAS) National Standards
- Document 4A: Drug Medi-Cal Claim Submission Certification – County Contracted Provider – DHCS Form MC 100186 with Instructions
- Document 4B: Drug Medi-Cal Claim Submission Certification – County Operated Provider – DHCS Form MC 100187 with Instructions
- Document 4D: Drug Medi-Cal Certification for Federal Reimbursement (DHCS 100224A)
- Document 4E: Treatment Standards for Substance Use Diagnosis: A Guide for Services (Spring 2010)
- Document 4F: Drug Medi-Cal (DMC) Services Quarterly Claim for Reimbursement of County Administrative Expenses (Form #MC 5312)
- Document 5A: Confidentiality Agreement

Exhibit B
Budget Detail and Payment Provisions

Part I – General Fiscal Provisions

Section 1 – General Fiscal Provisions

A. Fiscal Provisions

For services satisfactorily rendered, and upon receipt and approval of documentation as identified in Exhibit A, Attachment I, Part III, the Department of Health Care Services (DHCS) agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates and/or actual allowable costs specified herein.

B. Use of State General Funds

Contractor may not use allocated Drug Medi-Cal (DMC) State General Funds to pay for any non-DMC services.

C. Funding Authorization

Contractor shall bear the financial risk in providing any substance use disorder services covered by this Contract.

D. Availability of Funds

It is understood that, for the mutual benefit of both parties, this Contract may have been written before ascertaining the availability of congressional appropriation of funds in order to avoid program and fiscal delays that would occur if this Contract were not executed until after that determination. In this event, DHCS may amend the amount of funding provided for in this Contract based on the actual congressional appropriation.

E. Subcontractor Funding Limitations

Contractor shall reimburse its subcontractors that receive a combination of DMC funding and other federal or county realignment funding for the same service element and location based on the subcontractor's actual allowable costs in accordance with Medicaid reimbursement requirements as specified in Title XIX of the Social Security Act, Title 22 of the California Code of Regulations (CCR) Section 51516.1, the Medicaid state plan, and Part II, Section 2.I. below. Payments at negotiated rates shall be settled to actual allowable cost at year-end.

Exhibit B
Budget Detail and Payment Provisions

F. Budget Contingency Clause

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

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall solely have the option to either cancel this Contract with no liability occurring to DHCS, or offer an amended contract to Contractor to reflect the reduced amount.

G. Expense Allowability / Fiscal Documentation

1. Invoices received from a Contractor and accepted and/or submitted for payment by DHCS shall not be deemed evidence of actual allowable costs.
2. Contractor shall maintain for review and audit, and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Contract to permit a determination of expense allowability.
3. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles, and generally accepted governmental audit standards, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
4. Costs and/or expenses deemed unallowable shall not be reimbursed or, if mistakenly reimbursed, those costs and/or expenses shall be subject to recovery by DHCS pursuant to Title 22 CCR Section 51458.1.

H. Effective from the date of execution of this Contract, nothing in this Contract waives the protections provided to Contractor under Section 36 of article XIII of the California Constitution ("Proposition 30"). Except where specifically stated in the terms of this Contract, Contractor's Performance of any additional legal requirements, including, but not limited, to court-ordered requirements and statutory or regulatory amendments, is subject to Proposition 30's funding requirements.

Exhibit B
Budget Detail and Payment Provisions

Section 2 – General Fiscal Provisions – Drug Medi-Cal

A. Return of Unexpended Funds

Contractor assumes the total cost of providing covered services on the basis of the payments delineated in this Exhibit B, Part II. Any State General Funds or Federal Medicaid funds paid to the Contractor, but not expended for DMC services shall be returned to DHCS pursuant to Title 22 CCR Section 51458.1.

B. Amendment or Cancellation Due to Insufficient Appropriation

This Contract is valid and enforceable only if sufficient funds are made available to DHCS by the United States Government for the purpose of the DMC program. It is mutually agreed that if the Congress does not appropriate sufficient funds for this program, DHCS solely has the option to void this Contract or to amend the Contract to reflect any reduction of funds.

C. Exemptions

Exemptions to the provisions of Item B above, of this Exhibit, may be granted by the California Department of Finance provided that the Director of DHCS certifies in writing that federal funds are available for the term of the Contract.

D. Actual allowable costs

Actual allowable costs, as used in Title 22 CCR Section 51516.1 shall be determined in accordance with Title 42 Code of Federal Regulations (CFR) Chapter IV, Subchapter B, Parts 405 and 413, and Centers for Medicare and Medicaid Services (CMS), "Medicare Provider Reimbursement Manual (Publication Number 15)," which can be obtained from the Centers for Medicare & Medicaid Services, or www.cms.hhs.gov.

In accordance with Welfare and Institutions (W&I) Code Sections 14132.44 and 14132.47, funds allocated to the Contractor for DMC services, including funding for alcohol and other drug services for pregnant and postpartum women pursuant to Title 22 Section 51341.1(c), may not be used as match for targeted case management services or for DMC administrative activities.

Exhibit B
Budget Detail and Payment Provisions

Part II – Reimbursements

Section 1. General Reimbursement

A. Prompt Payment Clause

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

B. Amounts Payable

1. The Maximum Payable amount under this Contract shall not exceed the amount identified on the State of California Standard Agreement form STD 213_DHCS.
2. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
3. The funds identified for the fiscal years covered by this Contract are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. The amount of funds available for expenditure by the Contractor shall be limited to the amount identified in the final allocations issued by DHCS for that fiscal year.
4. For each fiscal year, DHCS may settle actual allowable costs for services to the Contractor and its subcontractors based on each fiscal year-end cost settlement report as the final amendment for the specific fiscal year cost settlement report to this Contract.

Section 2. Drug Medi-Cal

- A. To the extent that the Contractor provides the covered services in a satisfactory manner in accordance with the terms and conditions of this Contract, DHCS agrees to pay the Contractor Federal Medicaid funds according to Exhibit A, Attachment I, Part III. Subject to the availability of such funds, Contractor shall receive Federal Medicaid funds and/or State General Funds for allowable expenditures as established by the Federal Government and approved by DHCS, for the actual allowable cost of services rendered to beneficiaries.
- B. Any payment for covered services rendered pursuant to Exhibit A, Attachment I, Part I, shall only be made pursuant to applicable provisions of Title XIX or Title XXI of the Social Security Act, the W&I Code, the Health and Safety Code, California's Medicaid State Plan, and Title 22 CCR Sections 51341.1, 51490.1, 51516.1, and 51532.

Exhibit B
Budget Detail and Payment Provisions

- C. It is understood and agreed that failure by the Contractor or its subcontractors to comply with applicable federal and state requirements in rendering covered services shall be sufficient cause for DHCS to deny payments to and/or recover payments from the Contractor and/or terminate the Contractor or its subcontractor from DMC program participation. If DHCS or the Department of Health and Human Services (DHHS) disallows or denies payments for any claim, Contractor shall repay to DHCS the Federal Medicaid funds and/or State General Funds it received for all claims so disallowed or denied. The overpayment shall be recovered by any of the methods allowed in Title 22 CCR Sections 51047(a) and (b).
- D. Before such denial, recoupment, or disallowances are made, DHCS shall provide the Contractor with written notice of its proposed action. Such notice shall include the reason for the proposed action and shall allow the Contractor 60 days to submit additional information before the proposed action is taken, as required in Title 22 CCR Section 51047(a). This requirement does not apply to the DMC Post service Post payment Utilization Reviews or claims rejected or denied by Short Doyle.
- E. DHCS shall refund to the Contractor any recovered Federal DMC overpayment that is subsequently determined to have been erroneously collected, together with interest, in accordance with Title 22 CCR Section 51047(e).
- F. Contractor shall be reimbursed by DHCS on the basis of its actual allowable cost, not to exceed the unit of service maximum rate.
- G. Claims submitted to the Contractor by a subcontracted provider that is not certified or whose certification has been suspended pursuant to the W&I Code Section 14107.11 and 42 CFR 455.23, shall not be certified or processed for federal or state reimbursement by the Contractor. Payments for any DMC services shall be held by the Contractor until the payment suspension is resolved.
- H. In the event a contract amendment is required, Contractor shall submit to DHCS information as identified in Exhibit E, Section 1(D).
- I. Reimbursement for covered services, other than Narcotic Treatment Program (NTP) services, shall be limited to the lower of:
1. The provider's usual and customary charges to the general public for the same or similar services.
 2. The provider's actual allowable costs.
 3. The DMC Statewide Maximum Allowance (SMA) for the modality.

Exhibit B
Budget Detail and Payment Provisions

- J. Reimbursement to NTP's shall be limited to the lower of either the Uniform Statewide Daily Reimbursement (USDR) rate, pursuant to W&I Code Section 14021.51(h), or the provider's usual and customary charge to the general public for the same or similar service. However, reimbursement paid by a county to an NTP provider for services provided to any person subject to Penal Code Sections 1210.1 or 3063.1 and for which the individual client is not liable to pay, does not constitute a usual or customary charge to the general public for the purpose of this section. (W&I Code Section 14021.51(h)(2)(A))
- K. DHCS shall reimburse the Contractor the State General Funds and/or Federal Medicaid amount of the approved DMC claims and documents submitted in accordance with Exhibit A, Attachment I, Part III.
- M. Contractors and subcontractors must accept, as payment in full, the amounts paid by DHCS in accordance with Title 22 CCR Section 51516.1, plus any cost sharing charges (deductible, coinsurance, or copayment) required to be paid by the client. However, Contractors and subcontractors may not deny services to any client eligible for DMC services on account of the client's inability to pay or location of eligibility. Contractors and subcontractors may not demand any additional payment from DHCS, client, or other third party payers.

Section 3. Drug Medi-Cal Direct Provider Contracts

- A. Pursuant to W&I Code 14124.21, DHCS shall contract directly with qualified DMC providers within the Contractor's county as necessary to ensure beneficiary access to DMC services.
- B. DHCS will invoice the County for the county realignment share of approved DMC claims received by DHCS from Direct Providers. The County shall reimburse DHCS for the county realignment share of the approved DMC claims within 30 days of receipt of the invoice. If the County does not reimburse DHCS within 30 days of receipt of the invoice, DHCS may offset the amount owed from any other funding owed to the County by DHCS or any other State agency. The parties acknowledge that DHCS's Direct Providers shall be responsible for repayment of any disallowed claims. However, in no event shall DHCS be liable for Medicaid reimbursement for any disallowed claims.
 - 1. Any contractor contracting with DHCS for the provision of services through NTP providers may receive reimbursement of the USDR rate.
 - 2. As a result of the Direct Contract Provider's settled cost report, any County Realignment funds owed to the Direct Contract Provider will be handled through an invoice process to the Contractor. Additionally, as a result of the Direct Contract Provider's settled cost report, any County Realignment funds owed to DHCS will be returned to the Contractor.

Exhibit B
Budget Detail and Payment Provisions

Part III - Financial Audit Requirements

Section 1. General Fiscal Audit Requirements

- A. In addition to the requirements identified below, the Contractor and its subcontractors are required to meet the audit requirements as delineated in Exhibit C, General Terms and Conditions, and Exhibit D(F), Special Terms and Conditions, of this Contract.
- B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its subcontractors pursuant to this Contract are subject to audit by DHCS. Objectives of such audits may include, but are not limited to, the following:
1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting.
 2. To validate data reported by the Contractor for prospective contract negotiations.
 3. To provide technical assistance in addressing current year activities and providing recommendation on internal controls, accounting procedures, financial records, and compliance with laws and regulations.
 4. To determine the cost of services, net of related patient and participant fees, third-party payments, and other related Revenues and funds.
 5. To determine that expenditures are made in accordance with applicable state and federal laws, regulations, and contract requirements.
 6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Contract objectives of Exhibit C and D(F).
- C. Unannounced visits may be made at the discretion of DHCS to the Contractor and/or its subcontractors.
- D. The refusal of the Contractor or its subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part, constitutes an express and immediate material breach of this Contract and will be sufficient basis to terminate the Contract for cause or default.
- E. Reports of audits conducted by DHCS shall reflect all findings, recommendations, adjustments, and corrective action as a result of its finding in any areas.

Exhibit B
Budget Detail and Payment Provisions

Section 2. Drug Medi-Cal Financial Audits

- A. In addition to the audit requirements set forth in Exhibit D(F), DHCS may also conduct financial audits of DMC programs, exclusive of NTP services, to accomplish any of, but not limited to, the following audit objectives:
1. To review reported costs for validity, appropriate allocation methodology, and compliance with Medicaid laws and regulations.
 2. To ensure that only the cost of allowable DMC activities are included in reported costs.
 3. To determine the provider's usual and customary charge to the general public in accordance with CMS (The Medicare Provider Reimbursement Manual) (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov, for comparison to the DMC cost per unit.
 4. To review documentation of units of service and determine the final number of approved units of service.
 5. To determine the amount of clients' third-party Revenue and Medi-Cal share of cost to offset allowable DMC reimbursement.
 6. To compute final settlement based on the lower of actual allowable cost, the usual and customary charge, or the maximum allowance, in accordance with Title 22 CCR Section 51516.1.
- B. In addition to the audit requirements set forth in Exhibit D(F), DHCS may conduct financial audits of NTP programs. For NTP services, the audits will address items A(3) through A(5) above, except that the comparison of the provider's usual and customary charge in A(3) will be to the DMC USDR rate in lieu of DMC cost per unit. In addition, these audits will include, but not be limited to:
1. NTP providers are required to submit a cost report pursuant to W&I Code Section 14124.24, a review of cost allocation methodology between NTP and other service modalities, and between DMC and other funding sources.
 2. A review of actual allowable costs incurred for comparison to services claimed.
 3. A review of counseling claims to ensure that the appropriate group or individual counseling rate has been used and that counseling sessions have been billed appropriately.

Exhibit B
Budget Detail and Payment Provisions

4. A review of the number of clients in group sessions to ensure that sessions include no less than two and no more than twelve clients at the same time, with at least one Medi-Cal client in attendance.
 5. Computation of final settlement based on the lower of Uniform Statewide Daily Reimbursement Rate or the provider's usual and customary charge to the general public.
 6. A review of supporting service, time, financial, and patient records to verify the validity of counseling claims.
- C. Contractor shall be responsible for any disallowances taken by the Federal Government, DHCS, or the Bureau of State Audits as a result of any audit exception that is related to its responsibilities. Contractor shall not use funds administered by DHCS to repay one federal funding source with funds provided by another federal funding source, or to repay federal funds with state funds, or to repay state funds with federal funds.
- D. Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to DHCS in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by DHCS within six months from the date of the plan.
- E. Contractor, in coordination with DHCS, shall provide follow-up on all significant findings in the audit report, including findings relating to a subcontractor, and submit the results to DHCS.

If differences cannot be resolved between DHCS and the Contractor regarding the terms of the final financial audit settlements for funds expended under Exhibit B, Contractor may request an appeal in accordance with the appeal process described in the Division 9, Part 3, Chapter 7, Article 5.3 of the W&I Code. Contractor shall include a provision in its subcontracts regarding the process by which a subcontractor may file an audit appeal via the Contractor.

- F. Providers of DMC services shall, upon request, make available to DHCS their fiscal and other records to assure that such provider have adequate recordkeeping capability and to assure that reimbursement for covered DMC services are made in accordance with Title 22 CCR Section 51516.1. These records include, but are not limited to, matters pertaining to:
1. Provider ownership, organization, and operation
 2. Fiscal, medical, and other recordkeeping systems

Exhibit B
Budget Detail and Payment Provisions

3. Federal income tax status
 4. Asset acquisition, lease, sale, or other action
 5. Franchise or management arrangements
 6. Patient service charge schedules
 7. Costs of operation
 8. Cost allocation methodology
 9. Amounts of income received by source and purpose
 10. Flow of funds and working capital
- G. Contractor shall retain records of utilization review activities required in Exhibit A, Attachment I Part I, Section 4(B) herein for a minimum of ten years.

DRAFT

Exhibit B
Budget Detail and Payment Provisions

Part IV – Records

Section 1. General Provisions

A. Maintenance of Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for DHCS to audit contract Performance and contract compliance. Contractor shall make these records available to DHCS, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by Contractor are reasonable, allowable and allocated appropriately. All records must be capable of verification by qualified auditors.

1. Contractor and subcontractors shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor, and require that copies of the working papers shall be made for DHCS at its request.
2. Contractor and subcontractors shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with DHCS. All records must be capable of verification by qualified auditors.
3. Accounting records and supporting documents shall be retained for a ten-year period from the date the year-end cost settlement report was approved by DHCS for interim settlement. When an audit by the Federal Government, DHCS, or the California State Auditor has been started before the expiration of the ten-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within ten years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.
5. Contractor's subcontracts shall require that all subcontractors comply with the requirements of Exhibit A, Attachment I, Part I, Section 3.
6. Should a subcontractor discontinue its contractual agreement with the Contractor, or cease to conduct business in its entirety, Contractor shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. DHCS Administrative Manual (SAM) contains statutory requirements

Exhibit B
Budget Detail and Payment Provisions

governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.

The Contractor shall retain all records required by W&I Code Section 14124.1 for reimbursement of services and financial audit purposes.

7. In the expenditure of funds hereunder, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

B. Dispute Resolution Process

1. In the event of a dispute under this Exhibit A, Attachment I, Part I, other than an audit dispute, Contractor shall provide written notice of the particulars of the dispute to DHCS before exercising any other available remedy. Written notice shall include the contract number. The Director (or designee) of DHCS and the County Drug or Alcohol Program Administrator (or designee) shall meet to discuss the means by which they can effect an equitable resolution to the dispute. Contractor shall receive a written response from DHCS within 60 days of the notice of dispute. The written response shall reflect the issues discussed at the meeting and state how the dispute will be resolved.
2. As stated in Part III, Section 2, of this Exhibit, in the event of a dispute over financial audit findings between DHCS and the Contractor, Contractor may appeal the audit in accordance with Division 9, Part 3, Chapter 7, Article 5.3 of the W&I Code. Contractor shall include a provision in its subcontracts regarding the process by which a subcontractor may file an audit appeal via the Contractor.
3. Contractors that conduct financial audits of subcontractors, other than a subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or compliances arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Part III of this Exhibit.
4. To ensure that necessary corrective actions are taken, financial audit findings are either uncontested or upheld after appeal may be used by DHCS during prospective contract negotiations.

**Exhibit B
Budget Detail and Payment Provisions**

Part V. Drug Medi-Cal Reimbursement Rates

A. "Uniform Statewide Daily Reimbursement Rate (USDR)" means the rate for NTP services based on a unit of service that is a daily treatment service provided pursuant to Title 22, CCR, Sections 51341.1 and 51516.1 and Title 9, CCR, commencing with Section 10000 (Document 3G), or the rate for individual or group counseling. The following table shows USDR rates:

Service	Type of Unit of Service (UOS)	Non-Perinatal (Regular) Rate Per UOS FY 2020 - 2021	Perinatal Rate Per UOS FY 2020 - 2021
NTP-Methadone Dosing	Daily	\$14.20	\$15.29
NTP - Individual Counseling (*)	One 10-minute increment	\$16.65	\$23.84
NTP - Group Counseling (*)	One 10-minute increment	\$3.80	\$6.09

(*) The NTP Contractors may be reimbursed for up to 200 minutes (20 ten-minute increments) of individual and/or group counseling per calendar month. If a medical necessity determination is made that requires additional NTP counseling beyond 200 minutes per calendar month, NTP Contractors may bill and be reimbursed for additional counseling (in 10-minute increments). Medical justification for the additional counseling must be clearly documented in the patient record.

Reimbursement for covered NTP services shall be limited to the lower of the NTP's usual and customary charge to the general public for the same or similar services or the USDR rate.

**Exhibit B
Budget Detail and Payment Provisions**

B. “Unit of Service” means a face-to-face contact on a calendar day for outpatient drug free, intensive outpatient treatment, perinatal residential, and Naltrexone treatment services. Only one face-to-face service contact per day is covered by DMC except in the case of emergencies when an additional face-to-face contact may be covered for intake crisis intervention or collateral service. To count as a unit of service, the second contact shall not duplicate the services provided on the first contact, and each contact shall be clearly documented in the beneficiary’s record. While the rates are approved by DHCS, they are subject to change through the regulation process. Units of service are identified in the following table:

Service	Type of Unit of Service (UOS)	Non-Perinatal (Regular) Rate Per UOS FY 2020 – 2021	Perinatal Rate Per UOS FY 2020 - 2021
Intensive Outpatient Treatment	Face-to-Face Visit	\$76.43	\$91.45
Naltrexone Treatment	Face-to-Face Visit	\$19.06	NA
Perinatal Residential **	Daily – Residential Day	NA	\$112.55
Outpatient Drug Free	Face-to Face Visit – Individual (per person)	\$83.30	\$119.23
	Face-to-Face Visit – Group (per person)	\$33.90	\$54.25

** Residential Substance Abuse Services for EPSDT eligible beneficiaries will be reimbursed at the Perinatal Residential DMC rate, excluding room and board.

Exhibit B, Attachment I
Funding Amounts

Fiscal Year 2020-21	Funding Amount
	Original
State General Funds (7/1/20 to 6/30/21)	
- Non-Perinatal SGF** (08)	40,000
- Perinatal SGF** (09)	4,500
- Administration Costs SGF** (603)	6,500
TOTAL	51,000
Drug Medi-Cal Federal Share (7/1/20 to 6/30/21)	
- Non-Perinatal Federal Share (01)	374,100
- Perinatal Federal Share (03)	18,725
- Administration Costs (603)	56,175
TOTAL	449,000
GRAND TOTAL	500,000
Original THREE-YEAR TOTAL	1,500,000

Fiscal Year 2021-22	Funding Amount
	Original
State General Funds (7/1/21 to 6/30/22)	
- Non-Perinatal SGF** (08)	40,000
- Perinatal SGF** (09)	4,500
- Administration Costs SGF** (603)	6,500
TOTAL	51,000
Drug Medi-Cal Federal Share (7/1/21 to 6/30/22)	
- Non-Perinatal Federal Share (01)	374,100
- Perinatal Federal Share (03)	18,725
- Administration Costs (603)	56,175
TOTAL	449,000
GRAND TOTAL	500,000

Fiscal Year 2022-23	Funding Amount
	Original
State General Funds (7/1/22 to 6/30/23)	
- Non-Perinatal SGF** (08)	40,000
- Perinatal SGF** (09)	4,500
- Administration Costs SGF** (603)	6,500
TOTAL	51,000
Drug Medi-Cal Federal Share (7/1/22 to 6/30/23)	
- Non-Perinatal Federal Share (01)	374,100
- Perinatal Federal Share (03)	18,725
- Administration Costs (603)	56,175
TOTAL	449,000
GRAND TOTAL	500,000

** State General Fund amounts are based on biannual DMC estimates approved by the Department of Finance. DHCS will revise the amounts through the contract amendment process for each new allocation.

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	19. Novation Requirements
2. Travel and Per Diem Reimbursement	20. Debarment and Suspension Certification
3. Procurement Rules	21. Smoke-Free Workplace Certification
4. Equipment Ownership / Inventory / Disposition	22. Covenant Against Contingent Fees
5. Subcontract Requirements	23. Payment Withholds
6. Income Restrictions	24. Performance Evaluation
7. Audit and Record Retention	25. Officials Not to Benefit
8. Site Inspection	26. Four-Digit Date Compliance
9. Federal Contract Funds	27. Prohibited Use of State Funds for Software
10. Termination	28. Use of Small, Minority Owned and Women's Businesses
11. Intellectual Property Rights	29. Alien Ineligibility Certification
12. Air or Water Pollution Requirements	30. Union Organizing
13. Prior Approval of Training Seminars, Workshops or Conferences	31. Contract Uniformity (Fringe Benefit Allowability)
14. Confidentiality of Information	32. Suspension or Stop Work Notification
15. Documents, Publications, and Written Reports	33. Public Communications
16. Dispute Resolution Process	34. Compliance with Statutes and Regulations
17. Financial and Compliance Audit Requirements	35. Lobbying Restrictions and Disclosure Certification
18. Human Subjects Use Requirements	

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

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

a. Equipment/Property definitions

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

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
 - (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.
- (1) Equipment/property purchases shall not exceed \$50,000 annually.

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

- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase

authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

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

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

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

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

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

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
 - (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

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

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

Automobile Liability Insurance

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

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

5. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
 - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) DHCS may identify the information needed to fulfill this requirement.
- (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - (a) A local governmental entity or the federal government,
 - (b) A State college or State university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,

- (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
 - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
 - c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
 - d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
 - e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
 - f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
 - g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
 - h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
 - i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
 - j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

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

7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. Site Inspection

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

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. For Cause

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. For Convenience

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

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

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

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

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

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

f. Warranties

- (1) Contractor represents and warrants that:
 - (a) It is free to enter into and fully perform this Agreement.

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

g. Intellectual Property Indemnity

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

authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

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

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or

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

15. Documents, Publications and Written Reports

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

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

16. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

17. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,*** the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90) and expends \$750,000 or more in Federal awards,*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
 - (4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.

- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
 - (6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

24. Officials Not to Benefit

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

25. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

26. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

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

27. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

f. Earned/Accrued Compensation

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

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

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

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

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

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

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

31. Suspension or Stop Work Notification

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
 - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

- (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:
- (a) Cancel, extend, or modify the suspension or stop work notification; or
 - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

32. Public Communications

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- A. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

33. Compliance with Statutes and Regulations

- a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.
- b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

34. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

- a. Certification and Disclosure Requirements
 - (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
 - (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant,

which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**Attachment 1
State of California
Department of Health Care Services**

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services

DHCS reserves the right to notify the contractor in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year ____ quarter ____</p> <p>date of last report ____.</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier ____, if known:</p> <p>Congressional District, If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: ____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Exhibit E
Additional Provisions**

1. Amendment Process

- A. The Department of Health Care Services (DHCS) may amend the Contract.
- B. Should either party, during the term of this Contract, desire any amendments to this Contract, such amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed amendments are accepted or rejected. If accepted, the agreed upon amendments shall be made through the DHCS's official contract amendment process. No amendment shall be binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.
- C. A contract amendment shall be required to change encumbered amounts for each year of a multi-year contract period.
- D. Any proposed amendments to the contract shall be requested by the Contractor by May 1 of the current fiscal year in order for the amendment to be effective the following fiscal year. An amendment proposed by either the Contractor or DHCS shall be forwarded in writing to the other party.
 - 1) The Contractor's proposed amendment shall include the proposed changes and a statement of the reason for the proposed change.
 - 2) Amendments shall be duly approved by the County Board of Supervisors or its authorized designee, and signed by a duly authorized representative.
- E. Contractor shall return an executed Contract amendment to DHCS within 90 calendar days from the date of its issuance.
- F. Contractor acknowledges that any newly allocated funds that are in excess of the initial amount for each fiscal year shall not be encumbered if DHCS does not receive a fully executable Contract amendment on or before June 30th.
- G. DHCS shall settle costs for substance use disorder services based on the year-end cost settlement report as the final amendment to the approved single State/County Contract.

2. Cancellation / Termination

- A. This Contract may be cancelled by DHCS without cause upon 90 calendar days advance written notice to the Contractor.
- B. DHCS reserves the right to cancel or terminate this Contract immediately for cause.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this Contract.

Exhibit E
Additional Provisions

- D. Contract termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent Contract costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to payment for all allowable costs authorized under this Contract and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.
- G. In the event of changes in law that affect provisions of this Contract, the parties agree to amend the affected provisions to conform to the changes in law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Contract are severable and in the event that changes in law render provisions of the Contract void, the unaffected provisions and obligations of this Contract will remain in full force and effect.
- H. The following additional provisions regarding termination apply to this Contract:
- 1) In the event the Federal Department of Health and Human Services (hereinafter referred to as DHHS), or DHCS determines that the Contractor does not meet the requirements to participate in the Drug Medi-Cal (DMC) Treatment Program, DHCS will terminate payments for services provided pursuant to Exhibit A, Attachment I, Part I, of this Contract for cause.
 - 2) Contractor's obligations to provide covered services under this Contract shall automatically terminate on the effective date of any termination of this Contract. Contractor shall be responsible for providing or arranging for covered services to beneficiaries until the effective date of termination or expiration of the Contract.

Contractor shall be responsible for processing and paying invoices and statements for covered services and utilization reviews until the effective date of termination or expiration of the Contract.
 - 3) In the event this Contract is terminated, the Contractor shall refer DMC clients to providers who are certified to provide the type(s) of services the client has been receiving.
- I. In the event this Contract is terminated, the Contractor shall deliver its entire fiscal and program records pertaining to the performance of this Contract to DHCS, which will retain the records for the required retention period.

**Exhibit E
Additional Provisions**

3. Avoidance of Conflicts of Interest by Contractor

- A. DHCS intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Contract.
 - 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If DHCS is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by DHCS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the Contract. DHCS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.
- D. Contractor acknowledges that state laws on conflict of interest, found in the Political Reform Act, Public Contract Code Section 10365.5, and Government Code Section 1090, apply to this Contract.

4. Freeze Exemptions

- A. Contractor agrees that any hiring freeze not mandated by the State during the term of this Contract shall not be applied to the positions funded, in whole or part, by this Contract.
- B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this Contract.

Exhibit E
Additional Provisions

- C. Contractor agrees that any travel freeze or travel limitation policy adopted by the Contractor during the term of this Contract shall not restrict travel funded, in whole or part, by this Contract.
- D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted by the Contractor during the term of this Contract shall not restrict or limit purchases funded, in whole or part, by this Contract.

5. Domestic Partners

This provision supersedes and replaces Provision 7 (Domestic Partners) in the Department of General Services' Contractor Certification Clauses incorporated by reference within the General Terms and Conditions (GTC) cited on the face of the Contract. Based upon an existing program exemption from Chapter 2 of Part 2 of Division 2 of the Public Contract Code that applies to this Contract, DHCS concludes that this Contract is not subject to the requirements of Public Contract Code Section 10295.3 governing domestic partners.

6. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight-embargo, related-utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

7. Identification of Contractor versus Subrecipient

DHCS has classified this Contract as a procurement contract. Therefore, the Contractor is considered a contractor, and not a subrecipient, for the purposes of U.S. Office of Management and Budget Uniform Guidance pursuant to 2 CFR 200.330.

Exhibit F
Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)
2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
 - 4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
 - 4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Business Associate.** Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.
 - 7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

8. Compliance with Other Applicable Law

- 8.1** To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:
- 8.1.1** To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
- 8.1.2** To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.
- 8.2** Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3** If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Nondisclosure. Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

9.2 Safeguards and Security.

9.2.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.2.2 Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to

9.2.2.1 NIST SP 800-53 – National Institute of Standards and Technology Special Publication 800-53

9.2.2.2 FedRAMP – Federal Risk and Authorization Management Program

9.2.2.3 PCI – PCI Security Standards Council

9.2.2.4 ISO/IEC 27002 – International Organization for Standardization / International Electrotechnical Commission standard 27002

9.2.2.5 IRS PUB 1075 – Internal Revenue Service Publication 1075

9.2.2.6 HITRUST CSF – HITRUST Common Security Framework

9.2.3 Business Associate shall employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In

addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.2.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.2.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.3 Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI. Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI. Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures. Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Compliance with DHCS Obligations. To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

15. Access to Practices, Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

16. Return or Destroy PHI on Termination; Survival. At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

17. Special Provision for SSA Data. If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

18. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to DHCS.

18.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to DHCS.

18.1.2 Business Associate shall notify DHCS **within 24 hours by email** (or by telephone if Business Associate is unable to email DHCS) of the discovery of:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential data affecting this Agreement.

18.1.3 Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information at Section 18.6. below.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

18.2 Investigation. Business Associate shall immediately investigate such security incident or confidential breach.

18.3 Complete Report. To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional

information after the Final PIR is submitted. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 Notification of Individuals. If the cause of a breach is attributable to Business Associate or its agents, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS. If the cause of a breach of PHI is attributable to Business Associate or its subcontractors, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

18.6 DHCS Contact Information. To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	DHCS Privacy Office	DHCS Information Security Office
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

19. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement

20.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

20.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

21. Termination

21.1 Termination for Cause. Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

21.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

21.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings. DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions

22.1 Disclaimer. DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

22.2. Amendment.

22.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

22.4 No Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

22.5 Interpretation. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

22.6 No Waiver of Obligations. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Executed in the County of		Executed in the State of
Date Executed		

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

EXPATRIATE CORPORATIONS:

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

SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

CONFLICT OF INTEREST:

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

- a) Current State Employees (PCC 10410):
 1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- b) Former State Employees (PCC 10411):
 1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

LABOR CODE/WORKERS' COMPENSATION:

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

AMERICANS WITH DISABILITIES ACT:

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

CONTRACTOR NAME CHANGE:

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

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

RESOLUTION:

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

AIR OR WATER POLLUTION VIOLATION:

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

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

DRAFT



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

Departments: Finance

TIME REQUIRED

SUBJECT Monthly Treasury Transaction Report

**PERSONS
APPEARING
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 12/31/2020.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 12/31/2020.

FISCAL IMPACT:

None.

CONTACT NAME: Gerald Frank

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Treasury Transaction Report for the month ending 12/31/2020

History

Time	Who	Approval
1/27/2021 10:58 AM	County Counsel	Yes
1/28/2021 11:53 AM	Finance	Yes
1/28/2021 3:40 PM	County Administrative Office	Yes



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 11/30/2020, End Date: 12/31/2020

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Deposit	12/1/2020	LAIF6000Q	2,500,000.00	Local Agency Investment Fund LGIP	100.00	2,500,000.00	0.00	0.00	2,500,000.00
Deposit	12/2/2020	LAIF6000Q	1,500,000.00	Local Agency Investment Fund LGIP	100.00	1,500,000.00	0.00	0.00	1,500,000.00
Deposit	12/4/2020	LAIF6000Q	2,500,000.00	Local Agency Investment Fund LGIP	100.00	2,500,000.00	0.00	0.00	2,500,000.00
Deposit	12/7/2020	CAMP60481	500,000.00	California Asset Management Program LGIP	100.00	500,000.00	0.00	0.00	500,000.00
Deposit	12/8/2020	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP	100.00	1,000,000.00	0.00	0.00	1,000,000.00
Deposit	12/9/2020	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	12/10/2020	CAMP60481	4,000,000.00	California Asset Management Program LGIP	100.00	4,000,000.00	0.00	0.00	4,000,000.00
Deposit	12/14/2020	CAMP60481	2,000,000.00	California Asset Management Program LGIP	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	12/15/2020	CAMP60481	2,000,000.00	California Asset Management Program LGIP	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	12/16/2020	LAIF6000Q	500,000.00	Local Agency Investment Fund LGIP	100.00	500,000.00	0.00	0.00	500,000.00
Deposit	12/17/2020	CAMP60481	1,500,000.00	California Asset Management Program LGIP	100.00	1,500,000.00	0.00	0.00	1,500,000.00
Deposit	12/31/2020	OAKVALLEY0670	2,464.53	Oak Valley Bank Cash	100.00	2,464.53	0.00	0.00	2,464.53
Deposit	12/31/2020	OAKVALLEY0670	32,294,891.93	Oak Valley Bank Cash	100.00	32,294,891.93	0.00	0.00	32,294,891.93
Subtotal			53,297,356.46			53,297,356.46	0.00		53,297,356.46
Total Buy Transactions			53,297,356.46			53,297,356.46	0.00		53,297,356.46
Interest/Dividends									
Interest	12/1/2020	84485EAE7	0.00	Southwest Financial Federal CU 3.15 2/26/2021		0.00	644.67	0.00	644.67
Interest	12/1/2020	41987YAV8	0.00	Hawaiian Gardens Redev 2.714 12/1/2023		0.00	6,785.00	0.00	6,785.00
Interest	12/1/2020	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	532.11	0.00	532.11
Interest	12/1/2020	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	378.62	0.00	378.62
Interest	12/1/2020	76124YAB2	0.00	Resource One Credit Union 1.9 11/27/2024		0.00	382.60	0.00	382.60
Interest	12/1/2020	91435LAB3	0.00	University of Iowa Community Credit Union 3 4/28/2		0.00	604.11	0.00	604.11
Interest	12/1/2020	33651FAD1	0.00	First Source Federal Credit Union 1.95 3/26/2021		0.00	399.08	0.00	399.08
Interest	12/1/2020	378612AE5	0.00	City of Glendora CA POB 1.898 6/1/2024		0.00	4,745.00	0.00	4,745.00



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 11/30/2020, End Date: 12/31/2020

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	12/1/2020	765761BH3	0.00	City of Ridgecrest California 5 6/1/2022		0.00	11,000.00	0.00	11,000.00
Interest	12/1/2020	499724AD4	0.00	Knox TVA Employee Credit Union 3.25 8/30/2023		0.00	654.45	0.00	654.45
Interest	12/1/2020	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	368.38	0.00	368.38
Interest	12/2/2020	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	276.29	0.00	276.29
Interest	12/3/2020	9497486Z5	0.00	WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021		0.00	322.19	0.00	322.19
Interest	12/5/2020	32117BCX4	0.00	First National Bank Dama 2.8 5/5/2023		0.00	573.04	0.00	573.04
Interest	12/5/2020	981571CE0	0.00	Worlds Foremost Bk Sidney NE 1.75 5/5/2021		0.00	287.67	0.00	287.67
Interest	12/7/2020	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	337.68	0.00	337.68
Interest	12/8/2020	29367SJQ8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	368.38	0.00	368.38
Interest	12/8/2020	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	368.38	0.00	368.38
Interest	12/9/2020	313383QR5	0.00	FHLB 3.25 6/9/2023		0.00	7,312.50	0.00	7,312.50
Interest	12/9/2020	59452WAE8	0.00	Michigan Legacy Credit Union 3.45 11/9/2023		0.00	706.07	0.00	706.07
Interest	12/10/2020	25460FCF1	0.00	Direct Federal Credit Union 3.5 9/11/2023		0.00	716.30	0.00	716.30
Interest	12/10/2020	59013JZP7	0.00	Merrick Bank 2.05 8/10/2022		0.00	412.81	0.00	412.81
Interest	12/10/2020	3133ELH80	0.00	FFCB 0.68 6/10/2025-22		0.00	3,400.00	0.00	3,400.00
Interest	12/11/2020	910160AR1	0.00	United Credit Union 1.9 1/11/2021		0.00	388.85	0.00	388.85
Interest	12/11/2020	20033APV2	0.00	COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021		0.00	322.19	0.00	322.19
Interest	12/12/2020	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	532.11	0.00	532.11
Interest	12/13/2020	66736ABP3	0.00	Northwest Bank 2.95 2/13/2024		0.00	603.74	0.00	603.74
Interest	12/13/2020	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	583.27	0.00	583.27
Interest	12/13/2020	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	409.32	0.00	409.32
Interest	12/13/2020	3130A5R35	0.00	FHLB 2.875 6/13/2025		0.00	10,853.13	0.00	10,853.13
Interest	12/14/2020	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	337.68	0.00	337.68
Interest	12/14/2020	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	337.68	0.00	337.68
Interest	12/14/2020	45581EAR2	0.00	Industrial and Commercial Bank of China USA, NA 2.		0.00	533.63	0.00	533.63



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 11/30/2020, End Date: 12/31/2020

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	12/15/2020	20143PDV9	0.00	Commercial Bank Harrogate 3.4 11/15/2023		0.00	695.84	0.00	695.84
Interest	12/15/2020	55266CQE9	0.00	MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021		0.00	362.47	0.00	362.47
Interest	12/15/2020	061785DY4	0.00	Bank of Deerfield 2.85 2/15/2024		0.00	583.27	0.00	583.27
Interest	12/15/2020	30257JAM7	0.00	FNB Bank Inc/Romney 3 1/16/2024		0.00	613.97	0.00	613.97
Interest	12/15/2020	62384RAF3	0.00	Mountain America Federal Credit Union 3 3/27/2023		0.00	604.11	0.00	604.11
Interest	12/16/2020	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	409.32	0.00	409.32
Interest	12/16/2020	33640VCF3	0.00	First Service Bank 3.3 5/16/2023		0.00	675.37	0.00	675.37
Interest	12/17/2020	855736DA9	0.00	STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021		0.00	322.19	0.00	322.19
Interest	12/17/2020	219240BY3	0.00	Cornerstone Community Bank 2.6 5/17/2024		0.00	532.11	0.00	532.11
Interest	12/17/2020	50116CBE8	0.00	KS Statebank Manhattan KS 2.1 5/17/2022		0.00	422.88	0.00	422.88
Interest	12/18/2020	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	235.36	0.00	235.36
Interest	12/18/2020	00257TBJ4	0.00	Abacus Federal Savings Bank 1.75 10/18/2024		0.00	358.15	0.00	358.15
Interest	12/18/2020	22766ABN4	0.00	Crossfirst Bank 2.05 8/18/2022		0.00	412.81	0.00	412.81
Interest	12/18/2020	48836LAF9	0.00	Kemba Financial Credit Union 1.75 10/18/2024		0.00	358.15	0.00	358.15
Interest	12/19/2020	560507AJ4	0.00	Maine Savings Federal Credit Union 3.3 5/19/2023		0.00	675.37	0.00	675.37
Interest	12/19/2020	310567AB8	0.00	Farmers State Bank 2.35 9/19/2022		0.00	473.22	0.00	473.22
Interest	12/20/2020	50625LAK9	0.00	Lafayette Federal Credit Union 3.5 11/20/2023		0.00	716.30	0.00	716.30
Interest	12/20/2020	32112UCW9	0.00	First National Bank of McGregor 2.85 2/21/2024		0.00	583.27	0.00	583.27
Interest	12/21/2020	49254FAC0	0.00	Keesler Federal Credit Union 3.1 12/21/2020		0.00	634.44	0.00	634.44
Interest	12/22/2020	061803AH5	0.00	Bank of Delight 2.85 2/22/2024		0.00	583.27	0.00	583.27
Interest	12/22/2020	90352RAC9	0.00	USAlliance Federal Credit Union 3 8/20/2021		0.00	604.11	0.00	604.11
Interest	12/22/2020	92535LCC6	0.00	Verus Bank of Commerce 2.8 2/22/2024		0.00	573.04	0.00	573.04
Interest	12/23/2020	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	419.55	0.00	419.55
Interest	12/23/2020	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	399.08	0.00	399.08
Interest	12/24/2020	03753XBD1	0.00	Apex Bank 3.1 8/24/2023		0.00	624.25	0.00	624.25



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 11/30/2020, End Date: 12/31/2020

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	12/24/2020	90348JEV8	0.00	UBS Bank USA 3.45 10/24/2023		0.00	706.07	0.00	706.07
Interest	12/25/2020	063907AA7	0.00	Bank of Botetourt 1.75 10/25/2024		0.00	358.15	0.00	358.15
Interest	12/25/2020	22230PBY5	0.00	Country Bank New York 3 1/25/2024		0.00	613.97	0.00	613.97
Interest	12/25/2020	330459BY3	0.00	FNB BANK INC 2 2/25/2022		0.00	402.74	0.00	402.74
Interest	12/26/2020	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	521.88	0.00	521.88
Interest	12/26/2020	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	337.68	0.00	337.68
Interest	12/26/2020	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	532.11	0.00	532.11
Interest	12/27/2020	39115UBE2	0.00	Great Plains Bank 2.8 2/27/2024		0.00	573.04	0.00	573.04
Interest	12/27/2020	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	214.89	0.00	214.89
Interest	12/27/2020	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	225.12	0.00	225.12
Interest	12/28/2020	080515CH0	0.00	Belmont Savings Bank 2.7 2/28/2023		0.00	543.70	0.00	543.70
Interest	12/28/2020	3135G0H55	0.00	FNMA 1.875 12/28/2020		0.00	9,375.00	0.00	9,375.00
Interest	12/28/2020	59828PCA6	0.00	Midwest Bank of West IL 3.3 8/29/2022		0.00	675.37	0.00	675.37
Interest	12/29/2020	01748DAX4	0.00	ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022		0.00	432.95	0.00	432.95
Interest	12/30/2020	3136G4XZ1	0.00	FNMA 0.74 6/30/2025-21		0.00	2,941.50	0.00	2,941.50
Interest	12/31/2020	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	422.96	0.00	422.96
Interest	12/31/2020	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	243.20	0.00	243.20
Interest	12/31/2020	29278TCP3	0.00	Enerbank USA 3.2 8/30/2023		0.00	644.38	0.00	644.38
Interest	12/31/2020	67054NAM5	0.00	Numerica Credit Union 3.4 10/31/2023		0.00	719.03	0.00	719.03
Interest	12/31/2020	06426KAM0	0.00	Bank of New England 3.2 7/31/2023		0.00	671.30	0.00	671.30
Interest	12/31/2020	98138MAB6	0.00	Workers Credit Union 2.55 5/31/2022		0.00	513.49	0.00	513.49
Interest	12/31/2020	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	2,464.53	0.00	2,464.53
Subtotal			0.00			0.00	93,481.89		93,481.89
Total Interest/Dividends			0.00			0.00	93,481.89		93,481.89
Sell Transactions									
Matured	12/21/2020	49254FAC0	249,000.00	Keesler Federal Credit Union 3.1 12/21/2020	0.00	249,000.00	0.00	0.00	249,000.00
Matured	12/28/2020	3135G0H55	1,000,000.00	FNMA 1.875 12/28/2020	0.00	1,000,000.00	0.00	0.00	1,000,000.00



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 11/30/2020, End Date: 12/31/2020

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Subtotal			1,249,000.00			1,249,000.00	0.00		1,249,000.00
Withdraw	12/2/2020	FIT	1,492,000.00	Funds in Transit Cash	0.00	1,492,000.00	0.00	0.00	1,492,000.00
Withdraw	12/23/2020	CAMP60481	1,000,000.00	California Asset Management Program LGIP	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	12/31/2020	OAKVALLEY0670	35,599,421.53	Oak Valley Bank Cash	0.00	35,599,421.53	0.00	0.00	35,599,421.53
Subtotal			38,091,421.53			38,091,421.53	0.00		38,091,421.53
Total Sell Transactions			39,340,421.53			39,340,421.53	0.00		39,340,421.53



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

Departments: Finance

TIME REQUIRED

SUBJECT Quarterly Investment Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Investment Report for the Quarter ending 12/31/2020.

RECOMMENDED ACTION:

Approve the Investment Report for the Quarter ending 12/31/2020.

FISCAL IMPACT:

None.

CONTACT NAME: Gerald Frank

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Investment Report for the Quarter ending 12/31/2020](#)

History

Time	Who	Approval
1/28/2021 12:34 PM	County Counsel	Yes
1/25/2021 8:40 AM	Finance	Yes
1/28/2021 3:40 PM	County Administrative Office	Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Gerald A. Frank, CGIP
Assistant Finance Director
Treasurer-Tax Collector

Janet Dutcher, CPA, CGFM, MPA
Finance Director

Kimberly Bunn
Assistant Finance Director
Auditor-Controller

P.O. Box 495
Bridgeport, California 93517
(760) 932-5480
Fax (760) 932-5481

P.O. Box 556
Bridgeport, California 93517
(760) 932-5490
Fax (760) 932-5491

Date: February 2, 2021
To: Honorable Board of Supervisors
Treasury Oversight Committee
Treasury Pool Participants
From: Gerald Frank
Subject: Quarterly Investment Report

The Treasury Pool investment report for the quarter ended December 31, 2020 is attached pursuant to Government Code §53646(b) and includes the following reports:

- **Portfolio Holdings by Security Sector** - includes, among other information, the type of investment, issuer, date of maturity, par value, dollar amount invested in all securities and market value as calculated by Union Bank, in accordance with Government Code §53646(b)(1).
- **Distribution by Asset Category – Market Value** – Provides a graphic to make it easy to see the asset allocation by type of security.
- **Distribution by Maturity Range – Face Value** – Provides a bar graph to see the maturities of the various investments and gives the reader a sense of the liquidity of the portfolio.
- **Treasury Cash Balances as of the Last Day of the Most Recent 14 Months** – Shows growth in the current mix of cash and investments when compared to prior months and particularly the same time last year. Additionally, the section at the bottom shows maturity by month for all non-same day investments.
- **Mono County Treasury Pool Quarterly Yield Comparison** – Shows, at a glance, the county pool performance in comparison to two-year US Treasuries and the California Local Agency Investment Fund (LAIF).
- **Mono County Treasury Pool Participants** – Provides a graphic to make it easy to see the types of pool participants.

The County also has monetary assets held outside the County Treasury including:

- The Sheriff's Department has two accounts: The Civil Trust Account and the Sheriff's Revolving Fund. The balances in these accounts as of December 31, 2020 were \$33,565 and \$3,572 respectively.
- Mono County's OPEB (Other Post Employment Benefit) trust fund with PARS had a balance of \$26,479,952 as of December 31, 2020. This is an irrevocable trust to mitigate the liability for the County's obligation to pay for retiree health benefits.

The Treasury was in compliance with the Mono County Investment Policy on December 31, 2020.

Weighted Average Maturity (WAM) as of December 31, 2020 was 434 days.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investments are presented at fair market value in accordance with Government Accounting Standards Board (GASB) Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Pools. On the last day of the quarter, on a cost basis, the portfolio totaled \$158,954,584 and the market value was \$161,573,832 (calculated by Union Bank) or 101.6% of cost. Market value does not include accrued interest, which was \$319,501 on the last day of the quarter.

Investment Pool earnings are as shown below:

Quarter Ending	3/31/2020	6/30/2020	9/30/2020	12/31/2020
Average Daily Balance	\$119,759,393	\$126,849,532	\$133,384,429	144,649,715
Earned Interest (including accruals)	\$645,597	\$600,241	\$513,690	475,919
Earned Interest Rate	2.1682%	1.9032%	1.5321%	1.3089%
Number of Days in Quarter	91	91	92	92
Interest Received (net of amortized costs)	\$677,713	650,101	514,015	479,404
Administration Costs	\$17,855	\$11,365	\$11,028	\$11,804
Net Interest for Apportionment	\$659,858	\$638,736	\$502,987	\$467,600

LAIF Correction
7/29/2020



Mono County Portfolio Holdings by Security Sector As of December 31, 2020

Description	CUSIP/Ticker	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Cash												
Oak Valley Bank Cash	OAKVALLEY0670	02/28/2009	5,348,185.95	5,348,185.95	5,348,185.95	0.500	0.500	N/A	1	None		3.37
Sub Total / Average Cash			5,348,185.95	5,348,185.95	5,348,185.95	0.500	0.500		1		0.00	3.37
Local Government Investment Pools												
California Asset Management Program LGIP	CAMP60481	08/03/2017	12,000,000.00	12,000,000.00	12,000,000.00	0.120	0.120	N/A	1	None		7.57
Local Agency Investment Fund LGIP	LAIF6000Q	07/01/2014	74,776,387.18	74,776,387.18	74,776,387.18	0.540	0.540	N/A	1	NR		47.15
Sub Total / Average Local Government Investment Pools			86,776,387.18	86,776,387.18	86,776,387.18	0.482	0.482		1		0.00	54.71
Local Government Notes												
Hilton Creek Community Service District 3.3 7/15/2	LOANHCCSD	07/16/2018	61,936.49	61,936.49	61,936.49	3.300	3.300	07/15/2023	926	NR	946.36	0.04
Sub Total / Average Local Government Notes			61,936.49	61,936.49	61,936.49	3.300	3.300		926		946.36	0.04
CD Negotiable												
Abacus Federal Savings Bank 1.75 10/18/2024	00257TBJ4	10/18/2019	249,000.00	249,000.00	262,884.24	1.750	1.750	10/18/2024	1,387	None	155.20	0.16
ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022	01748DAX4	09/29/2017	245,000.00	245,000.00	253,807.75	2.150	2.150	09/29/2022	637	None	28.86	0.15
Ally Bank 1.9 8/22/2022	02007GLF8	09/18/2019	245,932.96	247,000.00	254,375.42	1.900	2.053	08/22/2022	599	None	1,684.34	0.16
American Express Bank, FSB 2.35 5/3/2022	02587CEM8	05/03/2017	245,000.00	245,000.00	252,313.25	2.350	2.350	05/03/2022	488	None	914.89	0.15
Apex Bank 3.1 8/24/2023	03753XBD1	08/24/2018	245,000.00	245,000.00	264,065.90	3.100	3.100	08/24/2023	966	None	145.66	0.15
Austin Telco FCU 1.8 2/28/2025	052392AA5	02/28/2020	249,000.00	249,000.00	262,685.04	1.800	1.800	02/28/2025	1,520	None	368.38	0.16
AXOS Bank 1.65 3/26/2025	05465DAE8	03/26/2020	249,000.00	249,000.00	262,737.33	1.650	1.650	03/26/2025	1,546	None	56.28	0.16
Bank Hapoalim B.M. 3.5 11/14/2023	06251AV31	11/14/2018	245,000.00	245,000.00	268,321.55	3.500	3.500	11/14/2023	1,048	None	1,104.18	0.15
Bank of Baroda New York 3.3 9/28/2023	06062R4E9	11/19/2018	243,652.50	245,000.00	266,001.40	3.300	3.423	09/28/2023	1,001	None	2,082.16	0.15
Bank of Botetourt 1.75 10/25/2024	063907AA7	10/25/2019	249,000.00	249,000.00	262,934.04	1.750	1.750	10/25/2024	1,394	None	71.63	0.16
Bank of Deerfield 2.85 2/15/2024	061785DY4	02/15/2019	249,000.00	249,000.00	269,547.48	2.850	2.850	02/15/2024	1,141	None	311.08	0.16
Bank of Delight 2.85 2/22/2024	061803AH5	02/22/2019	249,000.00	249,000.00	269,657.04	2.850	2.850	02/22/2024	1,148	None	174.98	0.16
Bank of New England 3.2 7/31/2023	06426KAM0	08/09/2018	247,000.00	247,000.00	266,433.96	3.200	3.200	07/31/2023	942	None	0.00	0.16
Belmont Savings Bank 2.7 2/28/2023	080515CH0	02/28/2018	245,000.00	245,000.00	258,666.10	2.700	2.700	02/28/2023	789	None	54.37	0.15
BENEFICIAL BANK 2.15 10/18/2022	08173QBX3	10/18/2017	245,000.00	245,000.00	254,062.55	2.150	2.150	10/18/2022	656	None	1,067.93	0.15
BMW Bank North America 2.7 3/9/2022	05580ALT9	03/09/2018	245,000.00	245,000.00	252,670.95	2.700	2.700	03/09/2022	433	None	2,047.93	0.15
Caldwell Bank & Trust Company 1.95 8/19/2024	128829AE8	08/19/2019	247,000.00	247,000.00	262,138.63	1.950	1.950	08/19/2024	1,327	None	1,768.25	0.16
Capital One Bank USA NA 2 8/21/2024	14042TCB1	08/30/2019	245,000.00	245,000.00	260,476.65	2.000	2.000	08/21/2024	1,329	None	1,772.05	0.15
CAPITAL ONE, NATIONAL ASSOCIATION 1.7 10/5/2021	14042RCQ2	10/05/2016	245,000.00	245,000.00	247,626.40	1.700	1.700	10/05/2021	278	None	992.75	0.15
Celtic Bank 1.35 4/2/2025	15118RUR6	04/02/2020	249,000.00	249,000.00	259,597.44	1.350	1.350	04/02/2025	1,553	None	267.08	0.16
Centerstate Bank 1 4/30/2025	15201QDK0	05/13/2020	248,000.00	248,000.00	254,859.68	1.000	1.000	04/30/2025	1,581	None	421.26	0.16
CF Bank 2 8/13/2024	15721UDA4	08/13/2019	249,000.00	249,000.00	264,654.63	2.000	2.000	08/13/2024	1,321	None	245.59	0.16
City National Bank of Metropolis 1.65 2/14/2025	17801GBX6	02/14/2020	249,000.00	249,000.00	262,570.50	1.650	1.650	02/14/2025	1,506	None	191.35	0.16
COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021	20033APV2	04/11/2016	245,000.00	245,000.00	246,288.70	1.600	1.600	04/12/2021	102	None	214.79	0.15
Commercial Bank Harrogate 3.4 11/15/2023	20143PDV9	11/15/2018	249,000.00	249,000.00	272,017.56	3.400	3.400	11/15/2023	1,049	None	371.11	0.16
Commercial Savings Bank 1.8 10/18/2024	202291AG5	10/18/2019	247,000.00	247,000.00	261,232.14	1.800	1.800	10/18/2024	1,387	None	901.38	0.16
Congressional Bank 2.1 7/24/2024	20726ABD9	07/24/2019	247,000.00	247,000.00	263,225.43	2.100	2.100	07/24/2024	1,301	None	2,273.75	0.16



Mono County Portfolio Holdings by Security Sector As of December 31, 2020

Description	CUSIP/Ticker	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Cornerstone Community Bank 2.6 5/17/2024	219240BY3	05/17/2019	249,000.00	249,000.00	268,882.65	2.600	2.600	05/17/2024	1,233	None	248.32	0.16
Country Bank New York 3 1/25/2024	22230PBY5	01/25/2019	249,000.00	249,000.00	270,376.65	3.000	3.000	01/25/2024	1,120	None	122.79	0.16
Crossfirst Bank 2.05 8/18/2022	22766ABN4	08/18/2017	245,000.00	245,000.00	252,857.15	2.050	2.050	08/18/2022	595	None	178.88	0.15
Delta National Bank and Trust 0.55 7/21/2025	24773RBW4	07/31/2020	249,000.00	249,000.00	250,725.57	0.550	0.550	07/21/2025	1,663	None	574.06	0.16
Direct Federal Credit Union 3.5 9/11/2023	25460FCF1	12/10/2018	249,000.00	249,000.00	271,375.14	3.500	3.500	09/11/2023	984	None	501.41	0.16
Dollar BK Fed Savings BK 2.9 4/13/2023	25665QAX3	04/13/2018	245,000.00	245,000.00	260,510.95	2.900	2.900	04/13/2023	833	None	1,537.79	0.15
Enerbank USA 3.2 8/30/2023	29278TCP3	08/31/2018	245,000.00	245,000.00	264,849.90	3.200	3.200	08/30/2023	972	None	0.00	0.15
Enterprise Bank & Trust 1.8 11/8/2024	29367SJK8	11/08/2019	249,000.00	249,000.00	263,501.76	1.800	1.800	11/08/2024	1,408	None	282.43	0.16
Evansville Teachers Federal Credit Union 2.6 6/12/	299547AQ2	06/12/2019	249,000.00	249,000.00	269,221.29	2.600	2.600	06/12/2024	1,259	None	532.11	0.16
Farmers State Bank 2.35 9/19/2022	310567AB8	01/19/2018	245,000.00	245,000.00	254,515.80	2.350	2.350	09/19/2022	627	None	189.29	0.15
First Bank of Highland 2.2 8/9/2022	319141HD2	08/09/2017	245,000.00	245,000.00	253,344.70	2.200	2.200	08/09/2022	586	None	2,126.47	0.15
FIRST BUSINESS BK MADISON WIS 1.9 1/13/2021	31938QQ98	01/13/2016	245,000.00	245,000.00	245,164.15	1.900	1.900	01/13/2021	13	None	2,180.84	0.15
First Jackson Bank 1.05 3/27/2025	32063KAV4	03/27/2020	247,790.04	249,000.00	256,450.08	1.050	1.150	03/27/2025	1,547	None	28.65	0.16
First Kentucky Bank Inc 2.55 4/26/2024	32065TAZ4	04/26/2019	249,000.00	249,000.00	268,182.96	2.550	2.550	04/26/2024	1,212	None	86.98	0.16
First Missouri State Bank 2.85 8/14/2023	32100LBY0	02/13/2019	246,000.00	246,000.00	263,362.68	2.850	2.850	08/14/2023	956	None	2,689.15	0.16
First National Bank Dama 2.8 5/5/2023	32117BCX4	03/05/2019	249,000.00	249,000.00	264,574.95	2.800	2.800	05/05/2023	855	None	496.64	0.16
First National Bank of McGregor 2.85 2/21/2024	32112UCW9	02/21/2019	249,000.00	249,000.00	269,642.10	2.850	2.850	02/21/2024	1,147	None	213.87	0.16
First National Bank of Michigan 1.65 2/14/2025	32114VBT3	02/14/2020	249,000.00	249,000.00	262,570.50	1.650	1.650	02/14/2025	1,506	None	191.35	0.16
First Premier Bank 2.05 8/22/2022	33610RQY2	08/22/2017	245,000.00	245,000.00	252,918.40	2.050	2.050	08/22/2022	599	None	1,816.36	0.15
First Service Bank 3.3 5/16/2023	33640VCF3	11/16/2018	249,000.00	249,000.00	249,333.66	3.300	3.300	05/16/2023	866	None	337.68	0.16
First Source Federal Credit Union 1.95 3/26/2021	33651FAD1	10/08/2019	249,000.00	249,000.00	250,132.95	1.950	1.950	03/26/2021	85	None	399.08	0.16
Firstier Bank 1.95 8/23/2024	33766LAJ7	08/23/2019	249,000.00	249,000.00	264,293.58	1.950	1.950	08/23/2024	1,331	None	106.42	0.16
Flagstar Bank FSB 0.6 7/22/2025	33847E3W5	07/22/2020	249,000.00	249,000.00	251,280.84	0.600	0.600	07/22/2025	1,664	None	663.09	0.16
FNB BANK INC 2 2/25/2022	330459BY3	08/25/2017	245,000.00	245,000.00	250,465.95	2.000	2.000	02/25/2022	421	None	80.55	0.15
FNB Bank Inc/Romney 3 1/16/2024	30257JAM7	01/16/2019	249,000.00	249,000.00	270,857.22	3.000	3.000	01/16/2024	1,111	None	327.45	0.16
Fulton Bank 2.85 3/7/2023	359899AE1	03/07/2019	245,000.00	245,000.00	259,594.65	2.850	2.850	03/07/2023	796	None	2,199.97	0.15
Great Plains Bank 2.8 2/27/2024	39115UBE2	02/27/2019	249,000.00	249,000.00	269,343.30	2.800	2.800	02/27/2024	1,153	None	76.41	0.16
Haddon Savings Bank 0.35 10/20/2025	404730DA8	11/12/2020	247,179.71	249,000.00	247,916.85	0.350	0.486	10/20/2025	1,754	None	174.30	0.16
Healthcare Systems Federal Credit Union 3.2 1/18/2	42228LAC5	01/18/2019	245,000.00	245,000.00	260,518.30	3.200	3.200	01/18/2023	748	None	3,565.59	0.15
High Plains Bank 3 1/16/2024	42971GAA9	01/16/2019	245,000.00	245,000.00	265,874.00	3.000	3.000	01/16/2024	1,111	None	3,383.01	0.15
Home Savings Bank UT 2.85 2/12/2024	43733LBF3	02/12/2019	246,000.00	246,000.00	266,263.02	2.850	2.850	02/12/2024	1,138	None	2,708.36	0.16
Industrial and Commercial Bank of China USA, NA 2.	45581EAR2	02/14/2018	245,000.00	245,000.00	258,178.55	2.650	2.650	02/14/2023	775	None	302.39	0.15
Inspire Federal Credit Union 1.15 3/18/2025	457731AK3	03/18/2020	249,000.00	249,000.00	257,495.88	1.150	1.150	03/18/2025	1,538	None	101.99	0.16
Jefferson Financial Credit Union 3.35 10/19/2023	474067AQ8	10/19/2018	245,000.00	245,000.00	266,775.60	3.350	3.350	10/19/2023	1,022	None	1,641.50	0.15
Kemba Financial Credit Union 1.75 10/18/2024	48836LAF9	10/18/2019	249,000.00	249,000.00	262,884.24	1.750	1.750	10/18/2024	1,387	None	155.20	0.16
Knox TVA Employee Credit Union 3.25 8/30/2023	499724AD4	08/30/2018	245,000.00	245,000.00	265,156.15	3.250	3.250	08/30/2023	972	None	654.45	0.15
KS Statebank Manhattan KS 2.1 5/17/2022	50116CBE8	11/17/2017	245,000.00	245,000.00	251,850.20	2.100	2.100	05/17/2022	502	None	197.34	0.15
Lafayette Federal Credit Union 3.5 11/20/2023	50625LAK9	11/20/2018	249,000.00	249,000.00	272,836.77	3.500	3.500	11/20/2023	1,054	None	262.64	0.16



Mono County Portfolio Holdings by Security Sector As of December 31, 2020

Description	CUSIP/Ticker	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
LCA Bank Corporation 2.3 1/12/2022	501798LJ9	01/12/2018	245,000.00	245,000.00	250,671.75	2.300	2.300	01/12/2022	377	None	2,655.40	0.15
Lebanon Federal Credit Union 3.2 9/21/2023	52248LAA4	09/21/2018	245,000.00	245,000.00	265,197.80	3.200	3.200	09/21/2023	994	None	2,169.42	0.15
Live Oak Banking Company 1.85 1/20/2025	538036HP2	01/24/2020	249,000.00	249,000.00	264,485.31	1.850	1.850	01/20/2025	1,481	None	378.62	0.16
Maine Savings Federal Credit Union 3.3 5/19/2023	560507AJ4	10/19/2018	249,000.00	249,000.00	267,777.09	3.300	3.300	05/19/2023	869	None	270.15	0.16
Mainstreet Bank 2.6 4/26/2024	56065GAG3	04/26/2019	249,000.00	249,000.00	268,596.30	2.600	2.600	04/26/2024	1,212	None	88.68	0.16
MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021	55266CQE9	01/15/2016	245,000.00	245,000.00	245,235.20	1.800	1.800	01/15/2021	15	None	193.32	0.15
MEDALLION BANK 2.15 10/11/2022	58404DAP6	10/11/2017	245,000.00	245,000.00	253,969.45	2.150	2.150	10/11/2022	649	None	1,183.38	0.15
Merrick Bank 2.05 8/10/2022	59013JZP7	08/10/2017	245,000.00	245,000.00	252,754.25	2.050	2.050	08/10/2022	587	None	288.97	0.15
Michigan Legacy Credit Union 3.45 11/9/2023	59452WAE8	11/09/2018	249,000.00	249,000.00	272,249.13	3.450	3.450	11/09/2023	1,043	None	517.78	0.16
Midwest Bank of West IL 3.3 8/29/2022	59828PCA6	11/28/2018	249,000.00	249,000.00	262,304.07	3.300	3.300	08/29/2022	606	None	67.54	0.16
Morgan Stanley Bank 2.65 1/11/2023	61747MF63	01/11/2018	245,000.00	245,000.00	257,646.90	2.650	2.650	01/11/2023	741	None	3,077.27	0.15
Morgan Stanley Private Bank 3.55 11/8/2023	61760ARS0	11/08/2018	245,000.00	245,000.00	268,030.00	3.550	3.550	11/08/2023	1,042	None	1,262.92	0.15
Mountain America Federal Credit Union 3 3/27/2023	62384RAF3	03/27/2018	245,000.00	245,000.00	260,782.90	3.000	3.000	03/27/2023	816	None	322.19	0.15
Northland Area Federal Credit Union 2.6 2/13/2023	666496AB0	02/13/2018	245,000.00	245,000.00	257,916.40	2.600	2.600	02/13/2023	774	None	2,460.74	0.15
Northwest Bank 2.95 2/13/2024	66736ABP3	02/13/2019	249,000.00	249,000.00	270,289.50	2.950	2.950	02/13/2024	1,139	None	362.24	0.16
Numerica Credit Union 3.4 10/31/2023	67054NAM5	10/31/2018	249,000.00	249,000.00	271,733.70	3.400	3.400	10/31/2023	1,034	None	0.00	0.16
Pacific Crest Savings Bank 2.85 3/13/2024	69417ACG2	03/13/2019	249,000.00	249,000.00	269,990.70	2.850	2.850	03/13/2024	1,168	None	349.96	0.16
Pacific Enterprise Bank 1.15 3/31/2025	694231AC5	03/31/2020	249,000.00	249,000.00	257,500.86	1.150	1.150	03/31/2025	1,551	None	0.00	0.16
Peoples Bank Newton NC 2 7/31/2024	710571DS6	08/01/2019	248,253.00	249,000.00	264,545.07	2.000	2.063	07/31/2024	1,308	None	0.00	0.16
Plains Commerce Bank 2.6 5/10/2024	72651LCJ1	05/10/2019	245,000.00	245,000.00	264,460.35	2.600	2.600	05/10/2024	1,226	None	890.05	0.15
Preferred Bank LA Calif 2 8/16/2024	740367HP5	08/16/2019	249,000.00	249,000.00	264,682.02	2.000	2.000	08/16/2024	1,324	None	204.66	0.16
Raymond James Bank, NA 2 8/23/2024	75472RAE1	08/23/2019	247,000.00	247,000.00	262,622.75	2.000	2.000	08/23/2024	1,331	None	1,759.45	0.16
Resource One Credit Union 1.9 11/27/2024	76124YAB2	02/04/2020	247,263.80	245,000.00	260,359.05	1.900	1.700	11/27/2024	1,427	None	382.60	0.15
Sallie Mae Bank/Salt Lake 2.75 4/10/2024	7954502D6	04/10/2019	245,000.00	245,000.00	265,254.15	2.750	2.750	04/10/2024	1,196	None	1,513.63	0.15
San Francisco FCU 1.1 3/27/2025	79772FAF3	03/27/2020	249,000.00	249,000.00	256,975.47	1.100	1.100	03/27/2025	1,547	None	30.02	0.16
Southwest Financial Federal CU 3.15 2/26/2021	84485EAE7	11/28/2018	249,000.00	249,000.00	250,200.18	3.150	3.150	02/26/2021	57	None	644.67	0.16
State Bank of India-Chicago IL 3.6 11/29/2023	856283G59	11/29/2018	245,000.00	245,000.00	269,343.20	3.600	3.600	11/29/2023	1,063	None	773.26	0.15
State Bank of Reeseville 2.6 4/12/2024	856487AM5	04/12/2019	249,000.00	249,000.00	268,402.08	2.600	2.600	04/12/2024	1,198	None	337.00	0.16
STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021	855736DA9	02/17/2016	245,000.00	245,000.00	245,656.60	1.600	1.600	02/17/2021	48	None	150.36	0.15
Synchrony Bank 1.45 4/17/2025	87165FZD9	04/17/2020	248,000.00	248,000.00	259,626.24	1.450	1.450	04/17/2025	1,568	None	738.90	0.16
Third Federal Savings & Loan 1.95 11/25/2024	88413QCK2	11/25/2019	245,000.00	245,000.00	260,809.85	1.950	1.950	11/25/2024	1,425	None	471.21	0.15
Triad Bank/Frontenac MO 1.8 11/8/2024	89579NCB7	11/08/2019	249,000.00	249,000.00	263,501.76	1.800	1.800	11/08/2024	1,408	None	282.43	0.16
UBS Bank USA 3.45 10/24/2023	90348JEV8	10/24/2018	249,000.00	249,000.00	271,940.37	3.450	3.450	10/24/2023	1,027	None	164.75	0.16
United Community Bank 1.65 2/7/2025	90983WBT7	02/07/2020	249,000.00	249,000.00	262,540.62	1.650	1.650	02/07/2025	1,499	None	270.15	0.16
United Credit Union 1.9 1/11/2021	910160AR1	10/11/2019	249,000.00	249,000.00	249,139.44	1.900	1.900	01/11/2021	11	None	259.23	0.16
University of Iowa Community Credit Union 3 4/28/2	91435LAB3	04/30/2018	245,000.00	245,000.00	261,346.40	3.000	3.000	04/28/2023	848	None	604.11	0.15
USAlliance Federal Credit Union 3 8/20/2021	90352RAC9	08/22/2018	245,000.00	245,000.00	249,652.55	3.000	3.000	08/20/2021	232	None	181.23	0.15
Verus Bank of Commerce 2.8 2/22/2024	92535LCC6	02/22/2019	249,000.00	249,000.00	269,268.60	2.800	2.800	02/22/2024	1,148	None	171.91	0.16



Mono County Portfolio Holdings by Security Sector As of December 31, 2020

Description	CUSIP/Ticker	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Washington Federal Bank 2.05 8/23/2024	938828BJ8	08/23/2019	249,000.00	249,000.00	265,197.45	2.050	2.050	08/23/2024	1,331	None	111.88	0.16
WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021	9497486Z5	08/03/2016	245,000.00	245,000.00	247,058.00	1.600	1.600	08/03/2021	215	None	300.71	0.15
Workers Credit Union 2.55 5/31/2022	98138MAB6	03/03/2020	250,426.75	245,000.00	253,599.50	2.550	1.544	05/31/2022	516	None	0.00	0.15
Worlds Foremost Bk Sidney NE 1.75 5/5/2021	981571CE0	05/05/2016	200,000.00	200,000.00	201,150.00	1.750	1.750	05/05/2021	125	None	249.32	0.13
Sub Total / Average CD Negotiable			26,395,498.76	26,394,000.00	27,844,393.86	2.362	2.356		995		77,162.15	16.64
Corporate Bonds												
Apple Inc 2.15 2/6/2022-15	037833AY6	10/20/2017	500,095.39	500,000.00	510,365.00	2.150	2.145	02/06/2022	402	Moody's-Aa1	4,240.28	0.32
Apple Inc 2.7 5/13/2022-15	037833BF6	11/13/2018	488,676.62	500,000.00	517,665.00	2.700	3.392	05/13/2022	498	Moody's-Aa1	1,800.00	0.32
Apple Inc. 3.45 5/6/2024-14	037833AS9	05/06/2019	514,690.00	500,000.00	550,600.00	3.450	2.816	05/06/2024	1,222	Moody's-Aa1	2,635.42	0.32
Bank of New York Mellon 2.1 10/24/2024	06406RAL1	10/24/2019	499,880.00	500,000.00	531,020.00	2.100	2.105	10/24/2024	1,393	Moody's-A1	1,954.17	0.32
Bank of New York Mellon 3.5 4/28/2023	06406RAG2	04/30/2018	500,250.92	500,000.00	536,205.00	3.500	3.489	04/28/2023	848	Moody's-A1	3,062.50	0.32
Berkshire Hathaway Inc 3.4 1/31/2022	084670BF4	04/25/2017	528,500.00	500,000.00	516,990.00	3.400	2.135	01/31/2022	396	Moody's-Aa2	7,083.33	0.32
Colgate-Palmolive 2.25 11/15/2022-17	19416QEL0	11/15/2017	499,805.00	500,000.00	518,425.00	2.250	2.258	11/15/2022	684	Moody's-Aa3	1,437.50	0.32
International Business Machine Corp 1.875 8/1/2022	459200HG9	10/19/2017	490,400.00	500,000.00	513,855.00	1.875	2.301	08/01/2022	578	Moody's-A2	3,906.25	0.32
Johnson & Johnson 2.625 1/15/2025-17	478160CJ1	01/16/2020	517,404.64	500,000.00	541,040.00	2.625	1.892	01/15/2025	1,476	Moody's-Aaa	6,052.08	0.32
Microsoft Corp 2.65 11/3/2022-22	594918BH6	11/03/2017	507,740.00	500,000.00	520,785.00	2.650	2.320	11/03/2022	672	Moody's-Aaa	2,134.72	0.32
Microsoft Corp 2.7 2/12/2025-24	594918BB9	02/13/2020	523,695.00	500,000.00	543,170.00	2.700	1.707	02/12/2025	1,504	Moody's-Aaa	5,212.50	0.32
Oracle Corp 2.5 5/15/2022-15	68389XBB0	11/13/2018	483,495.00	500,000.00	513,370.00	2.500	3.509	05/15/2022	500	Moody's-A3	1,597.22	0.32
Procter & Gamble Co 2.15 8/11/2022-17	742718EU9	10/29/2018	480,269.24	500,000.00	515,695.00	2.150	3.267	08/11/2022	588	Moody's-Aa3	4,180.56	0.32
Toyota Motor Credit 3.35 1/5/2024	89236TFS9	02/12/2019	506,560.00	500,000.00	542,690.00	3.350	3.059	01/05/2024	1,100	Moody's-A1	8,049.31	0.32
Toyota Motor Credit Corp 3.45 9/20/2023-18	89236TFN0	10/03/2018	499,217.02	500,000.00	541,745.00	3.450	3.484	09/20/2023	993	Moody's-A1	4,887.50	0.32
United Parcel Service 2.5 4/1/2023-23	911312BK1	04/05/2018	485,225.00	500,000.00	522,955.00	2.500	3.145	04/01/2023	821	Moody's-A2	3,125.00	0.32
US Bancorp 3 3/15/2022-22	91159HHC7	04/25/2017	517,195.00	500,000.00	515,310.00	3.000	2.253	03/15/2022	439	Moody's-A1	4,416.67	0.32
US Bank NA 3.4 7/24/2023-23	90331HNV1	08/01/2018	498,910.00	500,000.00	536,895.00	3.400	3.448	07/24/2023	935	S&P-AA-	7,413.89	0.32
Sub Total / Average Corporate Bonds			9,042,008.83	9,000,000.00	9,488,780.00	2.764	2.707		836		73,188.90	5.67
Municipal Bonds												
California State GO UNLTD 2.367 4/1/2022	13063DAD0	04/27/2017	251,937.50	250,000.00	256,295.00	2.367	2.200	04/01/2022	456	Moody's-Aa2	1,479.38	0.16
California State GO UNLTD 2.367 4/1/2022	13063DAD0	04/27/2017	252,287.50	250,000.00	256,295.00	2.367	2.170	04/01/2022	456	Moody's-Aa2	1,479.38	0.16
Central Valley Support Services Joint Powers Agenc	155751CU2	09/04/2018	641,651.40	585,000.00	648,987.30	5.526	3.400	09/01/2023	974	S&P-A+	10,775.70	0.37
Citrus Community College GO 0.819 8/1/2025	17741RGC6	08/04/2020	350,000.00	350,000.00	348,295.50	0.819	0.819	08/01/2025	1,674	Moody's-Aa1	1,170.49	0.22
City of Glendora CA POB 1.898 6/1/2024	378612AE5	09/05/2019	500,000.00	500,000.00	521,750.00	1.898	1.898	06/01/2024	1,248	S&P-AAA	790.83	0.32
City of Ridgecrest California 5 6/1/2022	765761BH3	12/18/2018	463,478.40	440,000.00	463,667.60	5.000	3.351	06/01/2022	517	S&P-AA	1,833.33	0.28
Desert Sands Unified School District 1.544 8/1/202	250433TY5	05/22/2020	308,022.55	305,000.00	315,836.65	1.544	1.300	08/01/2024	1,309	Moody's-Aa2	1,962.17	0.19
Hawaiian Gardens Redev 2.714 12/1/2023	41987YAV8	04/29/2019	501,250.00	500,000.00	529,910.00	2.714	2.655	12/01/2023	1,065	S&P-AA	1,130.83	0.32
Imperial Community College District 2.024 8/1/2023	452641JN4	10/16/2019	500,000.00	500,000.00	509,170.00	2.024	2.024	08/01/2023	943	S&P-AA	4,216.67	0.32
LANCASTER REDEV AGY A 2.125 8/1/2021	513802CE6	08/01/2016	661,995.40	655,000.00	658,471.50	2.125	1.900	08/01/2021	213	S&P-AA	5,799.48	0.41
Los Angeles Cnty Public Wks 6.091 8/1/2022-10	54473ENR1	07/12/2018	555,000.00	500,000.00	544,610.00	6.091	3.176	08/01/2022	578	Moody's-Aa2	12,689.58	0.32
Menlo Park City School Dist 1.928 7/1/2024	586840NA4	10/08/2019	500,000.00	500,000.00	522,865.00	1.928	1.928	07/01/2024	1,278	Moody's-Aaa	4,820.00	0.32



Mono County Portfolio Holdings by Security Sector As of December 31, 2020

Description	CUSIP/Ticker	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Rancho Cucamonga Ca Public Finance Authority 3 5/1	75213EAY0	02/14/2019	449,896.50	450,000.00	468,522.00	3.000	3.004	05/01/2023	851	S&P-AA	2,250.00	0.28
Rancho Santiago Community College GO 0.734 9/2/202	752147HJ0	09/02/2020	500,000.00	500,000.00	502,650.00	0.734	0.734	09/02/2025	1,706	Moody's-Aa2	1,213.14	0.32
Rosemead School District 2.042 8/1/2024	777526MP6	10/09/2019	350,000.00	350,000.00	366,562.00	2.042	2.042	08/01/2024	1,309	Moody's-Aa3	2,977.92	0.22
San Bernardino City USD 0.984 8/1/2024	796711G86	10/06/2020	337,311.50	335,000.00	337,066.95	0.984	0.800	08/01/2024	1,309	Moody's-A1	888.20	0.21
San Bernardino Community College District 2.044 8/	796720MG2	12/12/2019	250,000.00	250,000.00	264,212.50	2.044	2.044	08/01/2024	1,309	Moody's-Aa1	2,129.17	0.16
San Jose Evergreen Community College Dist 1.908 8/	798189PW0	10/01/2019	250,000.00	250,000.00	261,917.50	1.908	1.908	08/01/2024	1,309	Moody's-Aa1	1,987.50	0.16
San Jose RDA Successor Agency 2.828 8/1/2023	798170AF3	01/11/2019	302,776.55	305,000.00	323,473.85	2.828	3.000	08/01/2023	943	S&P-AA	3,593.92	0.19
Southwestern Community College GO 0.891 8/1/2025	845389JH9	08/05/2020	502,465.00	500,000.00	503,430.00	0.891	0.790	08/01/2025	1,674	Moody's-Aa2	1,806.75	0.32
State of California 3 4/1/2024	13063DLZ9	04/04/2019	511,190.00	500,000.00	540,555.00	3.000	2.520	04/01/2024	1,187	Moody's-Aa2	3,750.00	0.32
University of California 3.466 5/15/2024-18	91412HBL6	07/09/2019	530,595.00	500,000.00	550,210.00	3.466	2.131	05/15/2024	1,231	Moody's-Aa2	2,214.39	0.32
Sub Total / Average Municipal Bonds			9,469,857.30	9,275,000.00	9,694,753.35	2.629	2.119		1,059		70,958.83	5.85
US Agency												
FFCB 0.52 10/14/2025-21	3133EMCP5	10/14/2020	998,750.00	1,000,000.00	1,000,110.00	0.520	0.545	10/14/2025	1,748	Moody's-Aaa	1,112.22	0.63
FFCB 0.53 10/22/2025-21	3133EMEC2	11/06/2020	998,000.00	1,000,000.00	1,000,010.00	0.530	0.571	10/22/2025	1,756	Moody's-Aaa	1,015.83	0.63
FFCB 0.68 6/10/2025-22	3133ELH80	06/26/2020	1,000,000.00	1,000,000.00	1,001,390.00	0.680	0.680	06/10/2025	1,622	Moody's-Aaa	396.67	0.63
FFCB 1.5 10/16/2024	3133EK3B0	10/18/2019	990,760.00	1,000,000.00	1,045,090.00	1.500	1.694	10/16/2024	1,385	Moody's-Aaa	3,125.00	0.63
FFCB 2.08 11/1/2022	3133EHM91	11/15/2017	998,080.00	1,000,000.00	1,036,300.00	2.080	2.121	11/01/2022	670	Moody's-Aaa	3,466.67	0.63
FFCB 2.35 1/17/2023	3133EH7F4	01/17/2018	999,770.00	1,000,000.00	1,044,390.00	2.350	2.355	01/17/2023	747	Moody's-Aaa	10,705.56	0.63
FFCB 2.7 4/11/2023	3133EJKN8	04/11/2018	999,196.41	1,000,000.00	1,056,800.00	2.700	2.717	04/11/2023	831	Moody's-Aaa	6,000.00	0.63
FFCB 3.05 10/2/2023	3133EJD48	10/17/2018	996,674.50	1,000,000.00	1,077,030.00	3.050	3.123	10/02/2023	1,005	Moody's-Aaa	7,540.28	0.63
FFCB 3.17 1/26/2024	3133EJM48	02/04/2019	1,023,543.68	1,000,000.00	1,089,300.00	3.170	2.662	01/26/2024	1,121	Moody's-Aaa	13,648.61	0.63
FHLB 2 9/9/2022	313380GJ0	09/29/2017	1,002,290.00	1,000,000.00	1,031,290.00	2.000	1.951	09/09/2022	617	Moody's-Aaa	6,222.22	0.63
FHLB 2.875 6/13/2025	3130A5R35	07/21/2020	842,255.35	755,000.00	838,518.10	2.875	0.483	06/13/2025	1,625	Moody's-Aaa	1,085.31	0.48
FHLB 3.25 6/9/2023	313383QR5	02/04/2019	461,340.00	450,000.00	483,318.00	3.250	2.632	06/09/2023	890	Moody's-Aaa	893.75	0.28
FHLMC 0.53 10/28/2025-22	3134GWYZ3	10/28/2020	1,000,000.00	1,000,000.00	997,110.00	0.530	0.530	10/28/2025	1,762	Moody's-Aaa	927.50	0.63
FHLMC 0.57 10/8/2025-21	3134GWY26	10/08/2020	1,000,000.00	1,000,000.00	1,002,130.00	0.570	0.570	10/08/2025	1,742	Moody's-Aaa	1,314.17	0.63
FHLMC 0.6 7/22/2025-22	3134GV5V6	07/22/2020	1,000,000.00	1,000,000.00	997,660.00	0.600	0.600	07/22/2025	1,664	Moody's-Aaa	2,650.00	0.63
FHLMC 2.375 1/13/2022	3137EADB2	01/13/2017	1,016,560.00	1,000,000.00	1,023,120.00	2.375	2.025	01/13/2022	378	Moody's-Aaa	11,083.33	0.63
FNMA 0.625 7/14/2025-22	3136G4YL1	07/14/2020	1,000,000.00	1,000,000.00	997,270.00	0.625	0.625	07/14/2025	1,656	Moody's-Aaa	2,899.31	0.63
FNMA 0.7 7/24/2025-22	3136G4YE7	07/24/2020	1,000,000.00	1,000,000.00	1,001,790.00	0.700	0.700	07/24/2025	1,666	Moody's-Aaa	3,052.78	0.63
FNMA 0.74 6/30/2025-21	3136G4XZ1	06/30/2020	795,000.00	795,000.00	795,874.50	0.740	0.740	06/30/2025	1,642	Moody's-Aaa	0.00	0.50
FNMA 1.25 5/6/2021	3135G0K69	10/26/2016	747,270.00	750,000.00	752,925.00	1.250	1.333	05/06/2021	126	Moody's-Aaa	1,432.29	0.47
FNMA 1.375 10/7/2021	3135G0Q89	10/26/2016	997,470.00	1,000,000.00	1,009,540.00	1.375	1.428	10/07/2021	280	Moody's-Aaa	3,208.33	0.63
FNMA 2 10/5/2022	3135G0T78	10/06/2017	999,340.00	1,000,000.00	1,032,630.00	2.000	2.014	10/05/2022	643	Moody's-Aaa	4,777.78	0.63
FNMA 2.375 1/19/2023	3135G0T94	01/23/2018	994,410.00	1,000,000.00	1,045,800.00	2.375	2.495	01/19/2023	749	Moody's-Aaa	10,687.50	0.63
Sub Total / Average US Agency			21,860,709.94	21,750,000.00	22,359,395.60	1.604	1.496		1,153		97,245.11	13.71
Total / Average			158,954,584.45	158,605,509.62	161,573,832.43	1.205	1.157		434		319,501.35	100.00



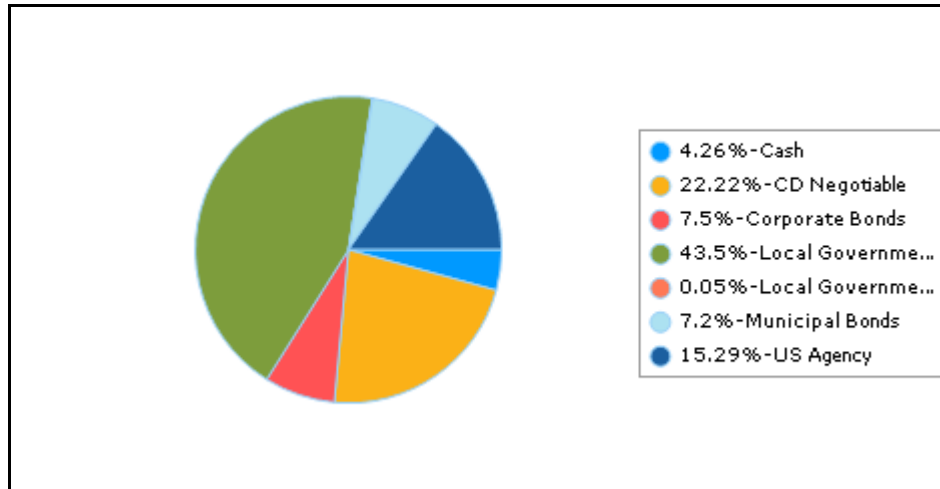
Mono County Distribution by Asset Category - Market Value Investment Portfolio

Begin Date: 9/30/2020, End Date: 12/31/2020

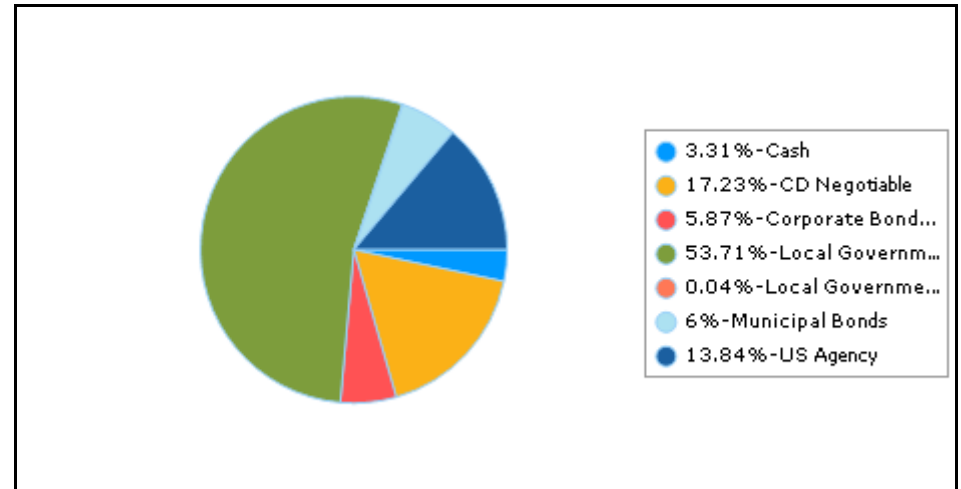
Asset Category Allocation

Asset Category	Market Value 9/30/2020	% of Portfolio 9/30/2020	Market Value 12/31/2020	% of Portfolio 12/31/2020
Cash	5,694,856.60	4.26	5,348,185.95	3.31
CD Negotiable	29,698,189.36	22.22	27,844,393.86	17.23
Corporate Bonds	10,020,655.00	7.50	9,488,780.00	5.87
Local Government Investment Pools	58,145,864.99	43.50	86,776,387.18	53.71
Local Government Notes	61,936.49	0.05	61,936.49	0.04
Municipal Bonds	9,622,231.10	7.20	9,694,753.35	6.00
US Agency	20,433,888.85	15.29	22,359,395.60	13.84
Total / Average	133,677,622.39	100.00	161,573,832.43	100.00

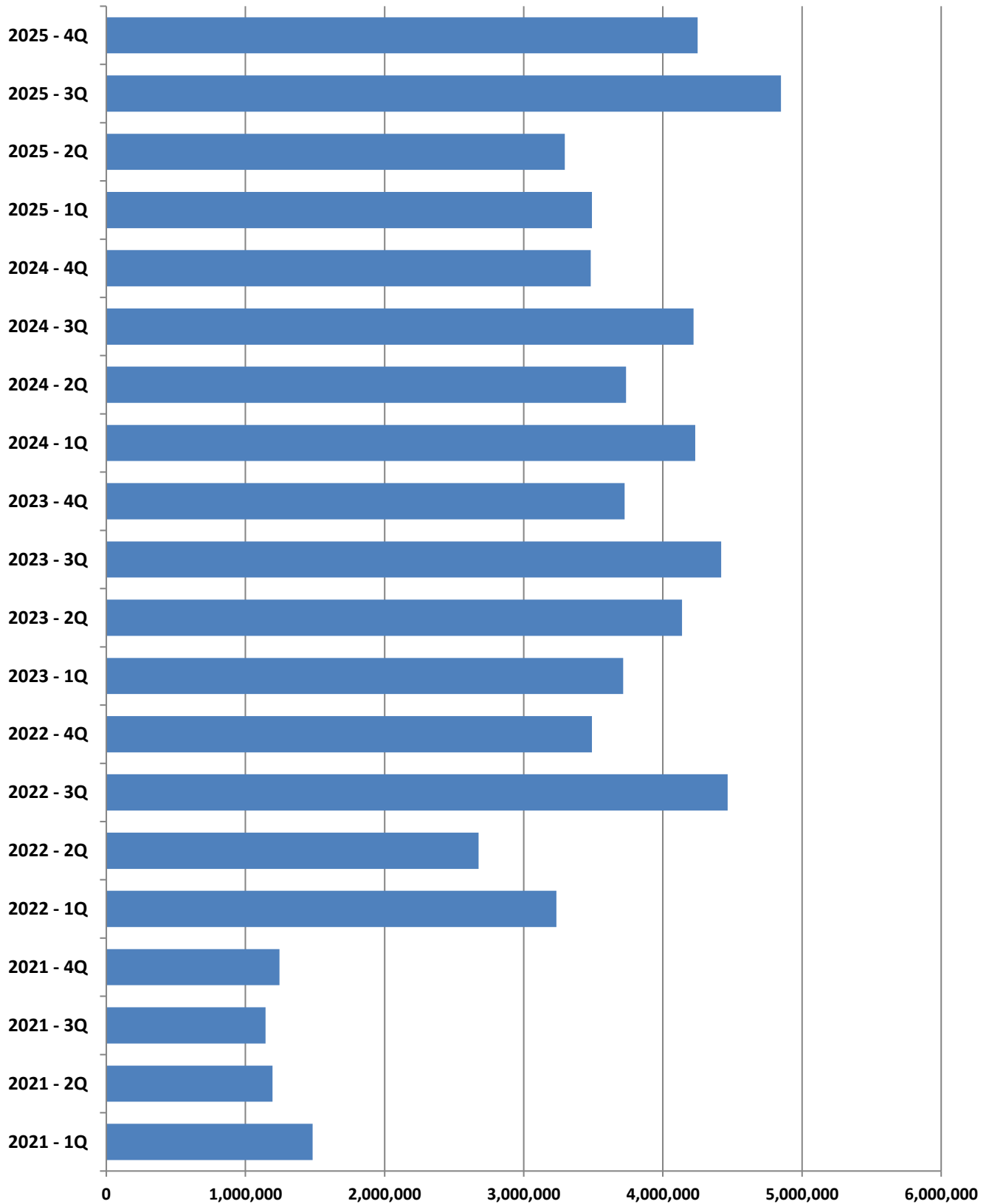
Portfolio Holdings as of 9/30/2020



Portfolio Holdings as of 12/31/2020

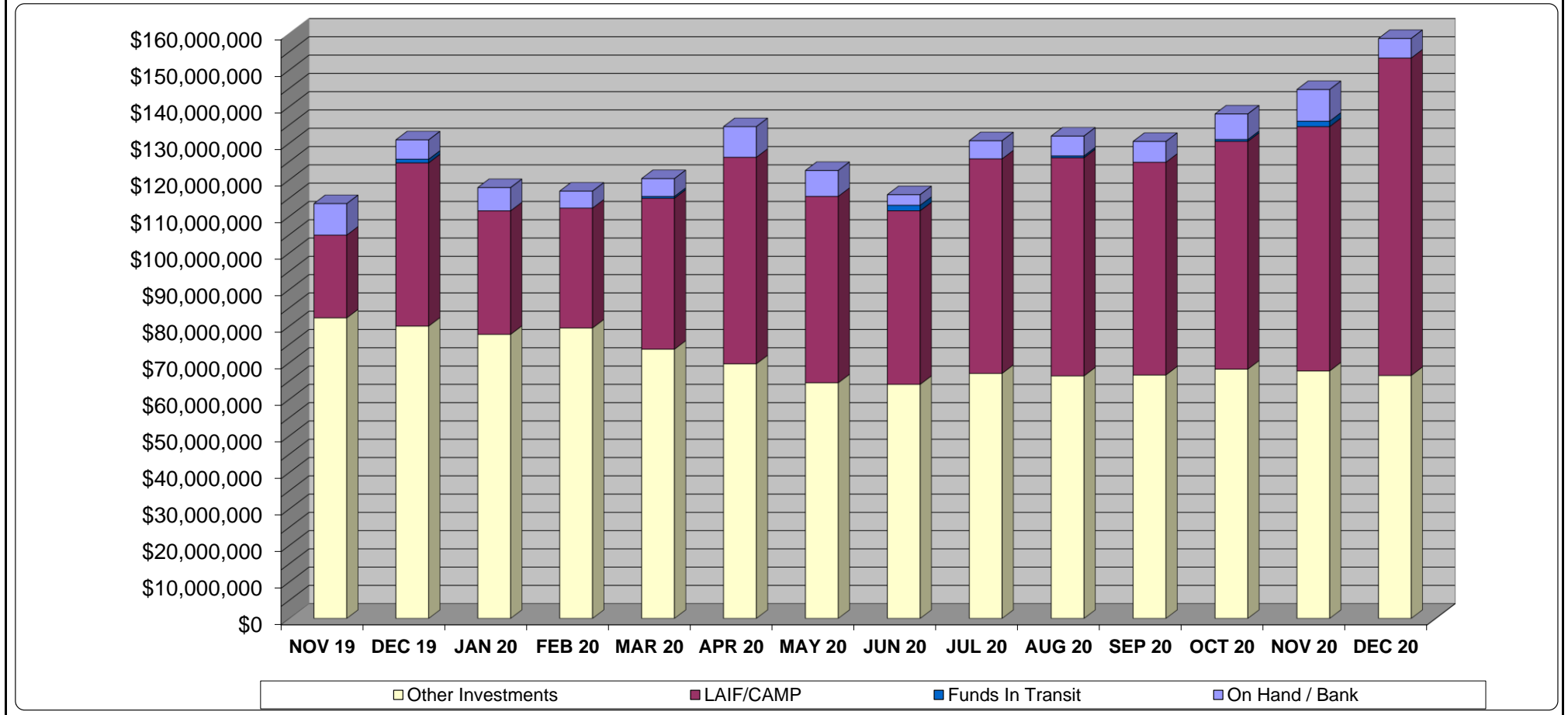


Maturity Distribution As of 12/31/2020



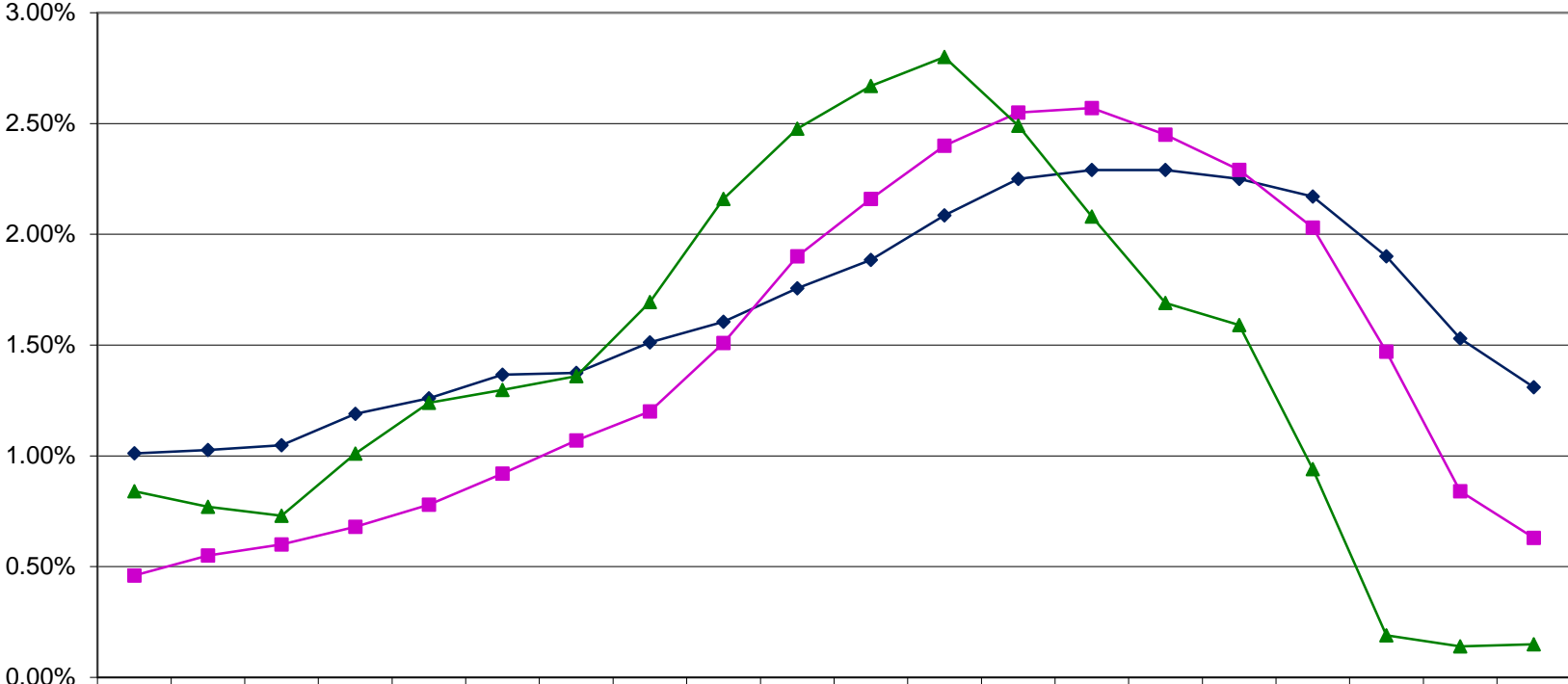
TREASURY CASH BALANCES AS OF THE LAST DAY OF THE MOST RECENT 14 MONTHS

	NOV 19	DEC 19	JAN 20	FEB 20	MAR 20	APR 20	MAY 20	JUN 20	JUL 20	AUG 20	SEP 20	OCT 20	NOV 20	DEC 20
On Hand / Bank	\$8,599,882	\$5,280,573	\$6,352,031	\$4,641,262	\$4,864,384	\$8,378,307	\$7,079,440	\$2,900,770	\$4,957,551	\$5,418,533	\$5,694,857	\$6,984,590	\$8,650,251	\$5,348,186
Funds In Transit		\$1,000,000			\$500,000			\$1,500,000		\$494,000		\$498,000	\$1,492,000	
LAIF/CAMP	\$22,630,401	\$44,630,401	\$33,774,981	\$32,774,981	\$41,274,981	\$56,455,962	\$50,955,962	\$47,455,963	\$58,645,865	\$59,645,865	\$58,145,865	\$62,276,387	\$66,776,387	\$86,776,387
Other Investments	\$82,235,277	\$79,985,277	\$77,724,685	\$79,465,685	\$73,665,685	\$69,672,685	\$64,490,686	\$64,060,685	\$67,054,936	\$66,370,936	\$66,621,936	\$68,218,936	\$67,729,937	\$66,480,936
TOTAL	\$113,465,560	\$130,896,251	\$117,851,697	\$116,881,928	\$120,305,050	\$134,506,954	\$122,526,088	\$115,917,418	\$130,658,352	\$131,929,334	\$130,462,658	\$137,977,913	\$144,648,575	\$158,605,509



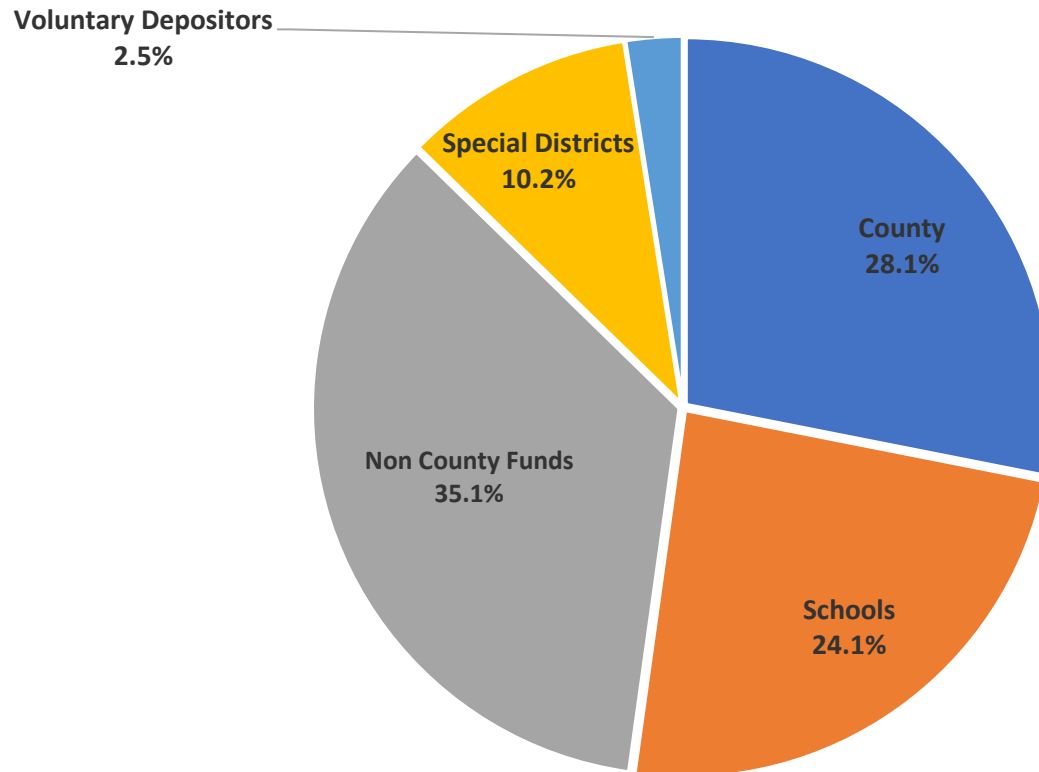
MATURITIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
Calendar Year 2021	\$739,000.00	\$494,000.00	\$249,000.00	\$245,000.00	\$950,000.00			\$1,145,000.00		\$1,245,000.00			\$5,067,000.00
Calendar Year 2022	\$1,745,000.00	\$745,000.00	\$745,000.00	\$500,000.00	\$1,735,000.00	\$440,000.00		\$2,976,000.00	\$1,490,000.00	\$1,490,000.00	\$2,000,000.00		\$13,866,000.00
Calendar Year 2023	\$2,490,000.00	\$735,000.00	\$490,000.00	\$2,490,000.00	\$1,197,000.00	\$450,000.00	\$808,936.49	\$1,786,000.00	\$1,824,000.00	\$1,743,000.00	\$1,482,000.00	\$500,000.00	\$15,995,936.49
Calendar Year 2024	\$2,243,000.00	\$1,740,000.00	\$249,000.00	\$1,492,000.00	\$1,494,000.00	\$749,000.00	\$996,000.00	\$3,225,000.00		\$2,494,000.00	\$988,000.00		\$15,670,000.00
Calendar Year 2025	\$749,000.00	\$1,496,000.00	\$1,245,000.00	\$745,000.00		\$2,550,000.00	\$3,498,000.00	\$850,000.00	\$500,000.00	\$4,249,000.00			\$15,882,000.00
TOTAL													\$66,480,936.49

MONO COUNTY TREASURY POOL
 QUARTERLY YIELD COMPARISON



	3/31 2016	6/30 2016	9/30 2016	12/30 2016	3/31 2017	6/30 2017	9/30 2017	12/31 2017	3/31 2018	6/30 2018	9/30 2018	12/31 2018	3/31 2019	6/30 2019	9/30 2019	12/31 2019	3/31 2020	6/30 2020	9/30 2020	12/31 2020
—◆— COUNTY	1.01%	1.03%	1.05%	1.19%	1.26%	1.37%	1.38%	1.51%	1.60%	1.76%	1.89%	2.09%	2.25%	2.29%	2.29%	2.25%	2.17%	1.90%	1.53%	1.31%
—■— LAIF	0.46%	0.55%	0.60%	0.68%	0.78%	0.92%	1.07%	1.20%	1.51%	1.90%	2.16%	2.40%	2.55%	2.57%	2.45%	2.29%	2.03%	1.47%	0.84%	0.63%
—▲— 2YR TREAS	0.84%	0.77%	0.73%	1.01%	1.24%	1.30%	1.36%	1.69%	2.16%	2.48%	2.67%	2.80%	2.49%	2.08%	1.69%	1.59%	0.94%	0.19%	0.14%	0.15%

Investment Pool Participants as of 12/31/2020



The Pool is comprised of monies deposited by mandatory and voluntary participants. Mandatory participants include the County of Mono, School Districts, and Special Districts. Voluntary participants are those agencies that are not required to invest their monies in the County Pool and do so only as an investment option.

Districts Participating in Pool

Antelope Valley Fire Protection District, Antelope Valley Water District, Birchim Community Service District, Bridgeport Fire Protection District, Bridgeport Public Utility District, Chalfant Valley Fire Protection District, County Service Area #1, County Service Area #2, County Service Area #5, Hilton Creek Community Services District, June Lake Fire Protection District, Lee Vining Fire Protection District, Lee Vining Public Utility District, Long Valley Fire Protection District, Mammoth Community Service District, Mammoth Lakes Mosquito Abatement District, Mono City Fire Protection District, Mono County Resource Conservation District, Paradise Fire Protection District, Tri-Valley Ground Water Management District, Wheeler Crest Community Service District, Wheeler Crest Fire Protection District, White Mountain Fire Protection District.

Districts Not Participating in Pool

Inyo-Mono Resource Conservation District, June Lake Public Utility District, Mammoth Lakes Community Water District, Mammoth Lakes Fire Protection District, Southern Mono Healthcare District.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

TIME REQUIRED

SUBJECT

Letter from Wildlife Conservation Board (WCB) re: Acquisition of Fee Title Over 160 Acres of Wildlife Habitat Located in Mono County

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The California Department of Fish and Wildlife (CDFW), through the Wildlife Conservation Board (WCB), is involved in a land acquisition program focused on the long-range protection and enhancement of habitat for fish and wildlife. The CDFW identifies sites considered for acquisition in response to public interest, legislative mandate and departmental goals. The WCB will consider the acquisition of fee title over 160 acres of wildlife habitat located in Mono County at the February 25, 2021 WCB meeting.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
WCB Letter

History

Time	Who	Approval
1/27/2021 4:20 PM	County Counsel	Yes
1/28/2021 11:57 AM	Finance	Yes
1/28/2021 3:40 PM	County Administrative Office	Yes



GAVIN NEWSOM, Governor
NATURAL RESOURCES AGENCY
DEPARTMENT OF FISH AND WILDLIFE
WILDLIFE CONSERVATION BOARD
Mailing Address: P.O. Box 944209
Sacramento, California 94244-2090
www.wcb.ca.gov
(916) 445-8448

Mono County Board of Supervisors
P.O. Box 715
Bridgeport, CA 93517

1/25/2021

Burcham and Wheeler Flats Wildlife Area, Exp. 2
Mono County
PROJECT ID: 2020069

Dear Board Members:

The California Department of Fish and Wildlife (CDFW), through the Wildlife Conservation Board (WCB), is involved in a land acquisition program focused on the long-range protection and enhancement of habitat for fish and wildlife. The CDFW identifies sites considered for acquisition in response to public interest, legislative mandate and departmental goals.

I am writing to advise you that the WCB will consider the acquisition of fee title over 160± acres of wildlife habitat located in Mono County and identified as Assessor's Parcel No. 006-120-007. The proposal is scheduled to be presented at the February 25, 2021, Board meeting. An electronic copy of the preliminary agenda is available for your review at www.wcb.ca.gov under News and Announcements. A more complete description of each proposal will be contained in the final meeting Agenda, which will be available at www.wcb.ca.gov ten days prior to the Board meeting.

If you have any questions about this proposal or need additional information, please feel free to contact me at (916) 445-0137.

Sincerely,

DocuSigned by:

FFB2B729029842B...
John P. Donnelly
Executive Director

Enclosure(s)

cc: The Honorable Andreas Borgeas

The Honorable Franklin Bigelow

ec: Leslie MacNair, Regional Manager
CDFW, Inland Deserts Region (6)

Mono County Board of Supervisors
Burcham and Wheeler Flats WA, Exp. 2
Project ID: 2020069
Page Two

The Honorable Andreas Borgeas
Member of the Senate
State Capitol, Room 3082
Sacramento, CA 95814-4900

The Honorable Franklin Bigelow
Member of the Assembly
State Capitol, Room 4158
P.O. Box 942849
Sacramento, CA 94249-0055

Leslie MacNair, Regional Manager
Inland Deserts Region (6)
Department of Fish and Wildlife
3602 Inland Empire Blvd., Suite C-220
Ontario, CA 91764



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

TIME REQUIRED

SUBJECT

Notice of Availability of a Final
Supplemental Environmental Impact
Report for the Casa Diablo IV Project

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Notice of Availability (NOA) for the Casa Diablo IV Geothermal Power Plant Project Final Supplemental Environmental Impact Report (SEIR) and Notice of Rescission of the Certification of the 2014 Final EIR for the Casa Diablo IV Geothermal Power Plan Project published January 27, 2021.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Notices](#)

History

Time	Who	Approval
1/28/2021 12:35 PM	County Counsel	Yes
1/28/2021 11:58 AM	Finance	Yes
1/28/2021 3:40 PM	County Administrative Office	Yes

From: CDIVSupplementalEIR <CDIVSupplementalEIR@esassoc.com>
Sent: Wednesday, January 27, 2021 11:14 AM
Subject: Notice of Availability of a Final Supplemental Environmental Impact Report for the Casa Diablo IV Project (State Clearinghouse No. 2011041008)
Attachments: Notice of Rescission.pdf; CDIV FSEIR NOA.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Interested Parties for the Casa Diablo IV Geothermal Power Plant Project,

On behalf of the Great Basin Unified Air Pollution Control District (District), please see the attached Notice of Availability (NOA) for the Casa Diablo IV Geothermal Power Plant Project Final Supplemental Environmental Impact Report (SEIR). The Final SEIR was published today January 27, 2020 and is available on the District's website <https://gbuapcd.org/PermittingAndRules/cd4/>. See also the attached Notice of Rescission of the Certification of the 2014 Final EIR for the Casa Diablo IV Geothermal Power Plan Project. If you have any questions about the Final SEIR or the Notice of Rescission, please contact Luke Eisenhardt, Air Quality Specialist at (760) 872-8211.

Please do not reply to this message. Instead, please direct all communication to the District by email at permits@gbuapcd.org, or by mail or phone using the contact information provided below.

Luke Eisenhardt
Air Quality Specialist
Great Basin Unified Air Pollution Control District
157 Short Street
Bishop, CA 93514-3537
(760) 872-8211

NOTICE OF AVAILABILITY

Casa Diablo IV

Date: January 27, 2021

To: State Clearinghouse, the Public, Responsible and Trustee Agencies, and Other Interested Parties

Subject: Notice of Availability of a Final Supplemental Environmental Impact Report for the Casa Diablo IV Project (State Clearinghouse No. 2011041008)

Project Title: Casa Diablo IV Geothermal Power Plant Project Supplemental EIR

The Great Basin Unified Air Pollution Control District (District) is the Lead Agency pursuant to the California Environmental Quality Act (CEQA) and is publishing the Final Supplemental Environmental Impact Report (SEIR) for the Casa Diablo IV Geothermal Power Plant Project (Project).

Background: The District prepared the Draft SEIR in response to the 2019 Appellate Court’s decision in *Covington v. Great Basin Unified Air Pollution Control District* (2019) 43 Cal.App.5th 867, which addressed a CEQA challenge to the 2013 Final Environmental Impact Statement/ Environmental Impact Report (EIS/EIR) for this Project.

In response to that decision, the District prepared and circulated a Draft SEIR for public comment which contained supplemental information and analysis to the 2013 Final EIS/EIR to adequately inform the public and local officials in the planning and decision-making process regarding two potential and additional mitigation measures to address reactive organic gas (ROG) emissions from the plant: (1) a stronger leak detection and repair (LDAR) program, and (2) the additional use of leakless or low-leak technology. The Draft SEIR was available for public review for 47 days. The comment period began on August 27, 2020, was extended once, and ultimately concluded on October 13, 2020. This Final SEIR responds to public comment received on the Draft SEIR.

PROJECT LOCATION

The Project would be located on public land (BLM Geothermal Lease # CACA-11667 and CACA-11667A) in Sections 29 and 32, Township 3 South, and Range 28 East Mount Diablo (MD) Base and Meridian (B&M). This location is approximately two miles east of the Town of Mammoth Lakes in Mono County, California. A location map of the Project area is attached to this Notice as **Figure 1**. The Project has not changed since it was initially approved by the District and the BLM. It includes construction, operation and maintenance of a geothermal power plant and up to 16 geothermal resource wells (some

new and some existing) and associated pipelines on portions of BLM Geothermal Leases CACA-11667, CACA-14407, CACA-14408 and CACA-11672 located within the Inyo National Forest in Section 25, 26, and 36 of T3S, R27E and Sections 30, 31 and 32 of T3S, R28E, MD B&M. The Project is proposed entirely within the Mono-Long Valley Known Geothermal Resource Area (KGRA) in Mono County, California.

PROJECT DESCRIPTION

Ormat Nevada Inc. (ORNI 50, LLC, or the Applicant) proposes to build, and following the expected 30-year useful life, decommission the Casa Diablo IV Geothermal Development Project in the vicinity of the existing Mammoth Pacific L.P. (MPLP) geothermal complex (**Figure 2**). The Project would consist of the following facilities:

1. A geothermal power plant consisting of two Ormat Energy Converter (OEC) binary generating units (21.2 MW gross each) with vaporizers, turbines, generators, air-cooled condensers, preheaters, pumps and piping, and related ancillary equipment. The gross power generation of the plant would be 42.4 MW. The estimated auxiliary and parasitic loads (power used within the Project for circulation pumps, fans, well pumps, loss in transformers and cables) is about 9.4 MW, thus providing a net power output of about 33 MW. Additional components of the power plant would include:
 - b) A motive fluid system consisting of motive fluid (n-pentane) storage vessels (either one or two vessels in the range of 9,000 to 12,000 gallons) and motive fluid vapor recovery systems (VRUs). Each VRU would consist of a diaphragm pump and a vacuum pump.
 - c) A new substation that would be constructed on the power plant site and would be connected to the existing Southern California Edison (SCE) Casa Diablo Substation at Substation Road.
 - d) An overhead 33 kV transmission line approximately 650 feet (198 meters) long that would connect the power plant substation with the SCE Casa Diablo Substation.
 2. Up to 16 geothermal wells are proposed. Fourteen of the wells would be located in the Basalt Canyon area and two wells would be located southeast of the proposed power plant east of U.S. Highway 395. The specific locations for these wells would be selected out of 18 possible locations (Figure 2). The actual number of wells required may be fewer depending on the productivity of the wells. The final number and location of wells would be determined by modeling and actual drilling results. Approximately half of the wells would be production wells and the other half would be injection wells. Each production well would range in depth from 1,600 to 2,000 feet below ground surface (bgs) and each injection well would be drilled to approximately 2,500 feet bgs. Production wells would be equipped with a down-hole pump powered by a surface electric motor. Thirteen (13) of the 18 potential well locations in the Project area were analyzed and approved for exploratory well development during previous environmental reviews. Two of these previously approved exploratory wells were drilled in 2011.
 3. Piping would extend from the production wells to the power plant and from the power plant to the individual injection wells. Two main pipelines would parallel the existing Basalt Canyon pipeline and would cross beneath U.S. Highway 395 between the well field and the power plant site (Figure 2). Where pipelines must cross another pipeline or a road, the crossings would be underground.
-

4. Power and control cables for the wells would be installed in above-ground cable trays placed on the pipeline supports. Ancillary facilities would include pumps, tanks, valves, controls, and flow monitoring equipment.

Availability of the Final SEIR

An electronic version of the Final SEIR is posted on the District's website: <https://gbuapcd.org/cd4/>. The Final SEIR is also available for public review during normal working hours at the following location:

Primary Agency Contact: Luke Eisenhardt, Air Quality Specialist
Great Basin Unified Air Pollution Control District
157 Short Street
Bishop, CA 93514-3537

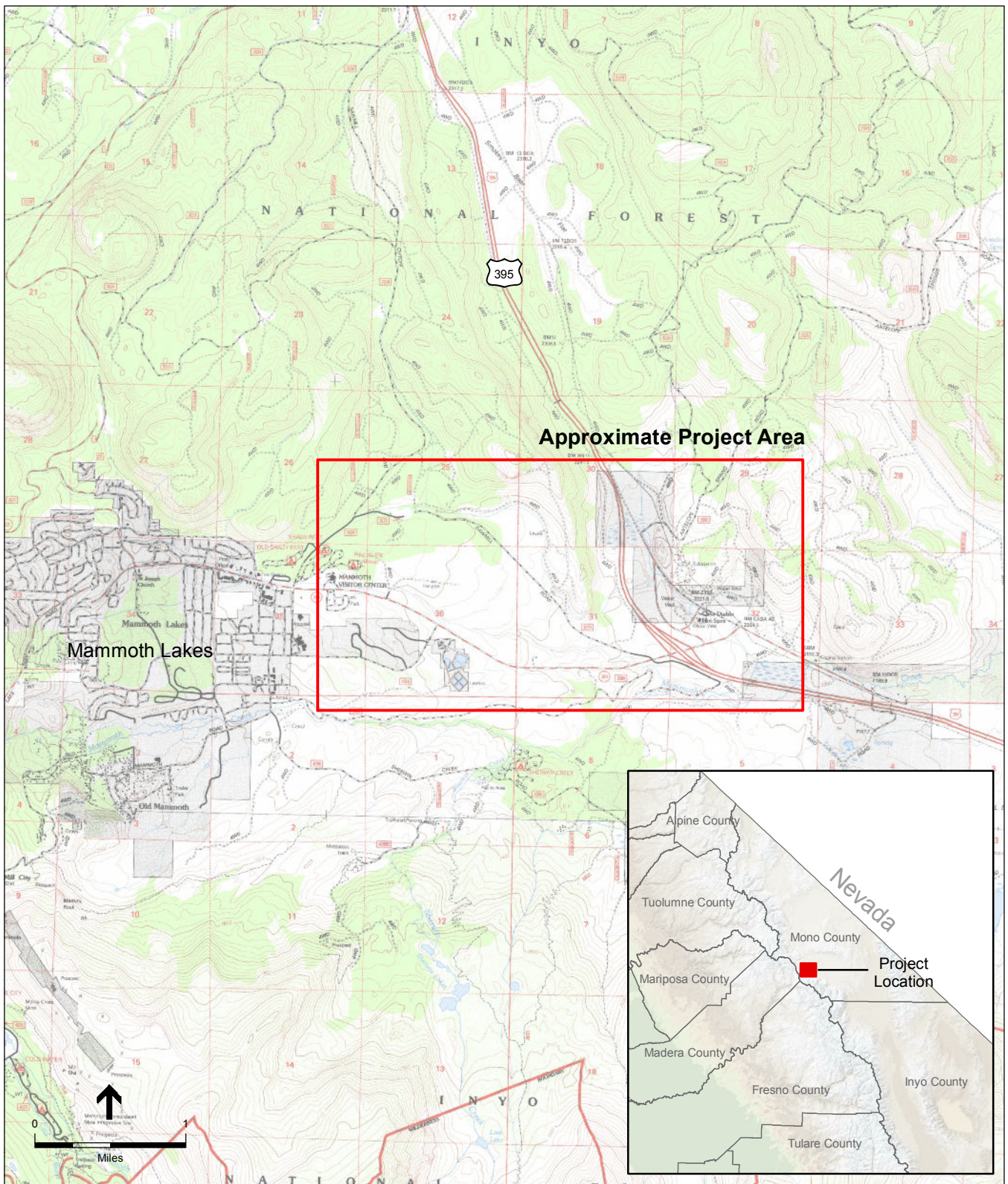
For general questions and assistance, please email permits@gbuapcd.org or mail to Great Basin Unified Air Pollution Control District, 157 Short Street, Bishop, CA, 93514-3537.

If there are any questions regarding this NOA, please contact Mr. Luke Eisenhardt, Air Quality Specialist, at (760) 872-8211.

Date: 01/26/2021

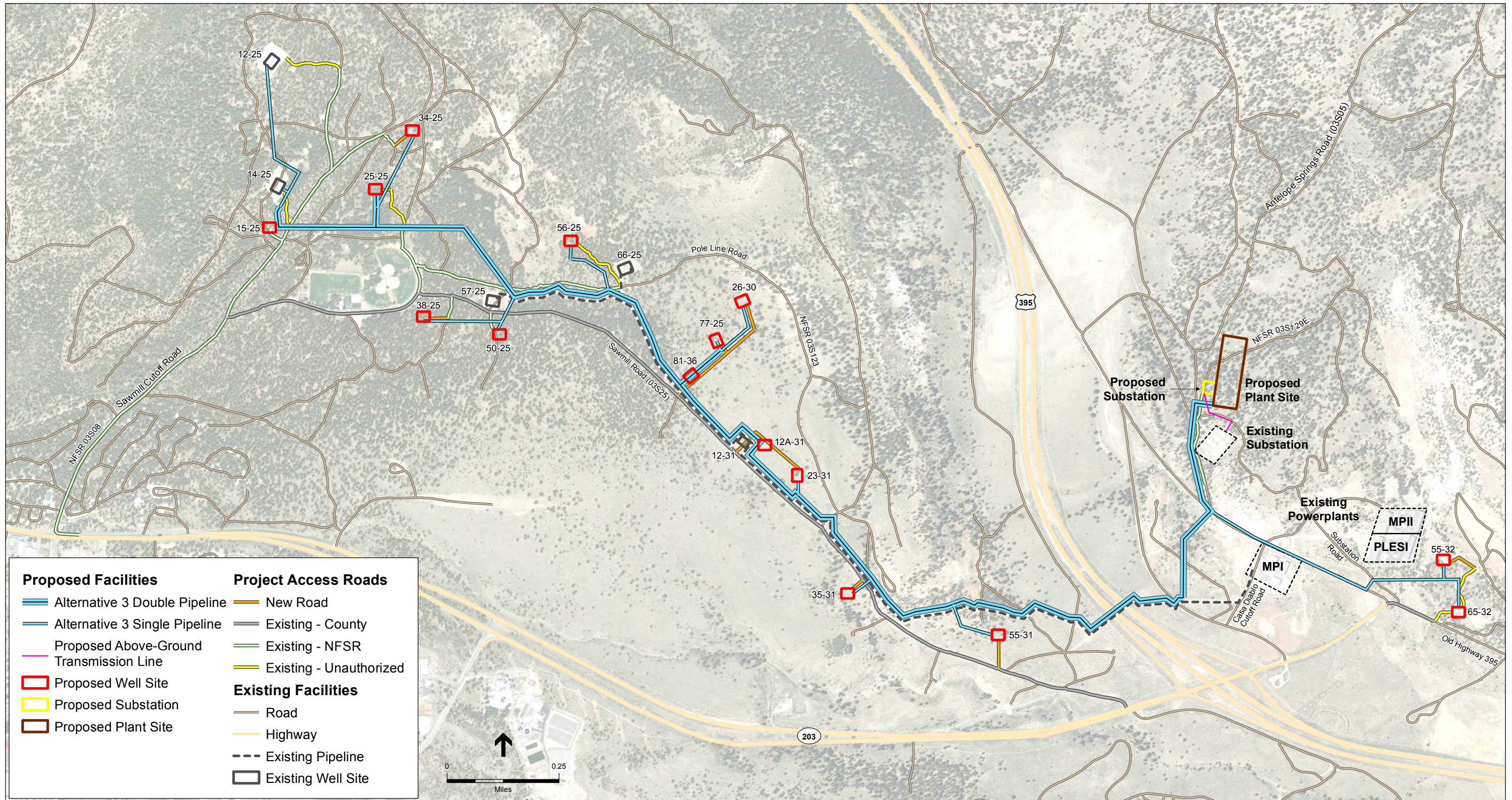
Signature:  _____

Phillip L. Kiddoo
Air Pollution Control Officer



SOURCE: USGS 7.5- minute Old Mammoth topographic quadrangle, 1984

Casa Diablo IV Geothermal Project
Figure 1
 Project Vicinity Map
 Mono County, California



NOTICE OF RESCISSION

Casa Diablo IV

Date: January 27, 2021

To: The Public, Responsible and Trustee Agencies and Other Interested Parties

Subject: Notice of Rescission of Certification of the 2014 Final Environmental Impact Report for the Casa Diablo IV Project (State Clearinghouse No. 2011041008)

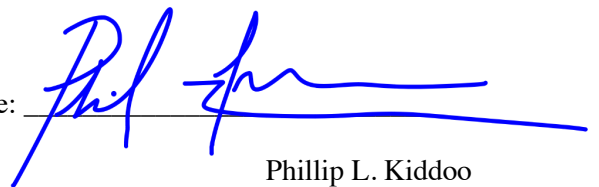
Project Title: Casa Diablo IV Geothermal Power Plant Project

The Great Basin Unified Air Pollution Control District (District) certified the Final Environmental Impact Statement /Environmental Impact Report (Final EIS/EIR) for the Casa Diablo IV Geothermal Power Plant Project (Project) in 2014. The Final EIS/EIR was subsequently litigated resulting in direction from the Court of Appeal for additional analysis of mitigation measures to address fugitive emissions from the Project. On November 12, 2020 the trial court issued a peremptory writ of mandate directing the District to rescind the District's certification of the Project, vacate any approvals for the Project, and prepare an additional analysis of mitigation measures to address fugitive emissions from the Project. To comply, the District has rescinded its certification of the 2014 Final EIS/EIR (State Clearinghouse No. 2011041008) for the Project. The District has also vacated its approvals for the Project and prepared a Supplemental EIR that identifies additions and changes to the 2014 Final EIS/EIR.

If there are any questions regarding this notice, please contact Luke Eisenhardt, Air Quality Specialist, at (760) 872-8211.

Date: January 27, 2021

Signature: _____



Phillip L. Kiddoo
Air Pollution Control Officer



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

TIME REQUIRED 1 hour

SUBJECT COVID-19 (Coronavirus) Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robert C. Lawton, CAO, Dr. Tom Boo,
Mono County Health Officer

AGENDA DESCRIPTION:

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

Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Robert C. Lawton, Dr. Tom Boo

PHONE/EMAIL: 760-932-5415 / rlawton@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Craig Shilligan Correspondence
Ralph Lockhart Correspondence

History

Time	Who	Approval
1/27/2021 8:24 AM	County Counsel	Yes
1/14/2021 2:13 PM	Finance	Yes
1/28/2021 3:38 PM	County Administrative Office	Yes

From: Craig Shilligan <cjshilligan@gmail.com>

Sent: Monday, January 25, 2021 11:26:00 AM

To: Rhonda Duggan <rduggan@mono.ca.gov>; Jennifer Kreitz <jkreitz@mono.ca.gov>; Stacy Corless <scorless@mono.ca.gov>; Bob Gardner <bgardner@mono.ca.gov>; John Peters <jpeters@mono.ca.gov>; bsauser@townofmammothlakes.ca.gov <bsauser@townofmammothlakes.ca.gov>; lsalcido@townofmammothlakes.ca.gov <lsalcido@townofmammothlakes.ca.gov>; jwentworth@townofmammothlakes.ca.gov <jwentworth@townofmammothlakes.ca.gov>; kstapp@townofmammothlakes.ca.gov <kstapp@townofmammothlakes.ca.gov>; Sarah Rea <srea@townofmammothlakes.ca.gov>

Subject: We are counting on your to keep your word

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Town Council and Board of Supervisors,

After a very dark and dismal holiday shutdown, restaurants and lodging operators in Mammoth are about to rejoice because the State has allowed us to finally open again. For the past 7 weeks you have listened to all our calls and messages, promising to help us open. Now you no longer are bound by the State. Please keep your word and don't add additional restrictions to the Purple Tier. We expect the November 17 Town Of Mammoth Lodging Order to be rescinded today, so we can operate as required by the Purple tier, as you promised in December. If you add your own restrictions to the purple tier, I don't believe you will be forgiven by your constituents. Please do the right thing--it's easy to do!

Sincerely,
Craig Shilligan

From: rlockhart@doubleeagle.com <rlockhart@doubleeagle.com>

Sent: Tuesday, January 26, 2021 12:21:55 PM

To: Rhonda Duggan <rduggan@mono.ca.gov>; John Peters <jpeters@mono.ca.gov>; Stacy Corless <scorless@mono.ca.gov>; Bob Gardner <bgardner@mono.ca.gov>; Jennifer Kreitz <jkreitz@mono.ca.gov>; Robert Lawton <rlawton@mono.ca.gov>

Cc: Alicia Venno <avennos@mono.ca.gov>; Jeff Simpson <jsimpson@mono.ca.gov>

Subject: Proposed Lodging Restrictions

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please find the attached letter to board of supervisors. If you would share it with the EOC / Town of Mammoth Lakes as well that would be appreciated.

Regards,

Ralph Lockhart
CEO
Double Eagle Resort & Spa
Snowcreek Athletic Club



January 26, 2021

Dear Town and County Leaders:

- We were at high occupancy in the summer with no appreciable effect on the Covid-19 case rate. We can do touchless check-in/out.
- The stay-at-home order in Dec-Jan which limited lodging to essential workers **did not** seem to have an appreciable impact on lowering the Covid-19 positivity rate.
- 60% limit on lodging (including owner usage) is not much different than 30% without counting Condo owner personal use.
- Mammoth Hospital CEO, Dr. Burrows AND infection prevention committee at the hospital support the 24-hour gap between stays but they DO NOT support the limitation on lodging occupancy. They believe more tourists will be crammed together in less hotel rooms and there will be more underground (illegal) rentals.
- Because someone is out of work (currently 1,000's) doesn't mean they are safer. Workers are likely safer when at work wearing masks, sanitizing and social distancing than when they are at home or traveling while out of work.
- We have had months and months of lockdowns over the last year.
- Limiting Factors already in place:
 - Mammoth Mountain – already limiting ticket sales
 - June Mountain – limiting skiers on the mountain to 700 per day
 - Visit Mammoth – not actively advertising
 - Many Hotels in Mono County normally close for the winter
 - Purple Tier – is already VERY restrictive and is a limiting factor for restaurants, a closing factor for health clubs, etc.
- President's Day week is one of the last opportunities for at least some revenue recoupment for lodging, restaurants and retail businesses.
- There is likely hotel restaurant and retail revenue in a normal year of 2-3 million dollars per day.
- Vaccinations are proceeding and likely we will have thousands vaccinated by President's Day
- Many people have already contracted and recovered from Covid-19
- CA disaster relief grants – 300,000 businesses applied. We do not know of anyone in County that has qualified. 25,000 is a drop in the bucket when, for instance my businesses have lost 1.75 million dollars in revenue. 90%+ of that 1.75MM would be going to employees, local vendors and mortgage holders.
- Restrictions GREATER than the state has imposed are hard to understand for local business and employees.

Please take the lead at the County level and do not impose lodging restrictions at all. There is always the opportunity to do so later if we have a hard time and a substantial impact on the hospital.

Sincerely,

Ralph Lockhart
Double Eagle Resort
Snowcreek Athletic Club.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

TIME REQUIRED 20 minutes

SUBJECT Mountain View Fire Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Justin Nalder, EOC Director

AGENDA DESCRIPTION:

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

Update on the Mountain View Fire in Walker, California.

RECOMMENDED ACTION:

Receive update from Incident Command for the Mountain View Fire and involved staff regarding impacts of the fire, recovery efforts, County response, debris removal and related topics. Provide any desired direction to staff.

FISCAL IMPACT:

No impact from this update.

CONTACT NAME: Justin Nalder

PHONE/EMAIL: 760-932-5453 / jnalder@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
1/28/2021 12:36 PM	County Counsel	Yes
1/14/2021 2:13 PM	Finance	Yes
1/28/2021 3:38 PM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

Departments: Public Works

TIME REQUIRED 15 minutes

SUBJECT Contract with Lionakis in Support of
Bridgeport Jail Project

**PERSONS
APPEARING
BEFORE THE
BOARD**

Tony Dublino, Director of Public
Works

AGENDA DESCRIPTION:

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

Proposed contract with Lionakis of Sacramento, CA for Architectural and Engineering services in support of the Bridgeport Jail project.

RECOMMENDED ACTION:

Approve and authorize the Public Works Director to execute and administer a professional services agreement with Lionakis of Sacramento, California, to provide jail architecture and engineering services for the new Jail in Bridgeport in an amount not to exceed \$2,797,113. This authorization shall include making minor amendments to said agreement from time to time as the Public Works Director may deem necessary, provided such amendments do not substantially alter the scope of work or budget and are approved as to form and legality by County Counsel.

FISCAL IMPACT:

The total contract limit is \$2,797,113. Of this amount, a total of \$1,010,493 (phases I-II) is covered by local funds set aside in the Criminal Justice Facility Capital Projects Fund, and will count towards the County's match requirements. The remaining costs of \$1,786,620 (phases III - V) is covered by reimbursement from the \$25,000,000 SB844 Grant awarded to the County by the State. The cost of this initial phase has been included in the approved FY 2020-21 Budget.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5459 / tdublino@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Contract](#)

History

Time	Who	Approval
1/27/2021 9:21 AM	County Counsel	Yes
1/28/2021 11:19 AM	Finance	Yes
1/28/2021 3:38 PM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: February 2, 2021
To: Honorable Chair and Members of the Board of Supervisors
From: Tony Dublino, Director of Public Works
Re: Agreement for Architecture and Engineering Services in Support of the Bridgeport Jail Project

Recommended Action

Approve, and authorize the Public Works Director to execute and administer a professional services agreement with Lionakis of Sacramento, California, to provide jail architecture and engineering services for the new Jail in Bridgeport in an amount not to exceed \$2,797,113. This authorization shall include making minor amendments to said agreement from time to time as the Public Works Director may deem necessary, provided such amendments do not substantially alter the scope of work or budget and are approved as to form and legality by County Counsel.

Fiscal Impact:

The total contract limit is \$2,797,113. The amount is broken into the following phases: Schematic Design Services; \$437,165.00. Design Development Services; \$573,328.00. Construction Documents Services; \$1,005,413.00. Bid and Award Services; \$78,884.00. Construction Administration Services; \$702,324.00. The first two phases of Schematic Design Services and Design Development Services (totaling \$1,010,493) will be covered by funds that have been set aside into the Jail Construction Account with the remaining costs covered through reimbursement from the \$25,000,000 SB844 Grant. The cost of the initial phase has been included in the approved FY 20/21 Budget.

Background:

With the prison 'Realignment' (AB109) of 2011, certain offenders were moved from state prisons to county jails, and along with those prisoners came new requirements for the jails themselves. The County's Bridgeport Jail was nearing the end of its useful life, so the County began down the path to improve, renovate, or replace the Bridgeport Jail to meet those new requirements.

The state developed (several) funding sources to provide revenue for the improvements that realignment would cause. With the final round of funding (SB844) approaching in 2016, the County invested in a needs assessment that analyzed the current facility and identified necessary improvements and alternatives for providing those improvements. One of the alternatives was to replace the facility entirely by constructing a new facility at the site of the Old Hospital on Twin Lakes Road.

Following consideration of the various alternatives, the Board selected the option to construct a new facility at the Old Hospital site and in February 2017 authorized the SB844 Grant Application for the project. The Application included a detailed 'real estate due diligence package' that established the ownership and entitlement to the location, CEQA documentation that established the suitability of the location, specifics regarding the number of beds, staffing, and conceptual designs of the facility on the site.

In June 2017, the County was awarded \$25,000,000 to construct the facility. Throughout the remainder of 2017 the County went through the procurement process for an Architect/Engineer to formally establish the project (a necessary step in the grant process), and to design the project. This effort resulted in the identification of Lionakis out of Sacramento, CA as the preferred Architect/Engineer in late 2017.

Beginning in 2018, the County's Civic Center Project began to consume a significant amount of Public Work's available project management resources, which caused a delay in the Jail procurement. During this time staff remained in contact with Lionakis as well as representatives at the Board of State and Community Corrections (the BSCC – the state agency overseeing the grant) and provided assurance of our intent to move the project forward at the earliest opportunity. As the Civic Center project neared completion in 2020, the Jail became a primary focus once again.

Throughout the second half of 2020, staff met with Lionakis to obtain an updated proposal for those services, coordinated with County Counsel and consulted with an outside expert to analyze the proposal and structure it into a preferred form, which is now presented to the Board for approval. The approval of this contract represents the point at which the Bridgeport Jail Project will begin in earnest.

One noteworthy change the County requested was the distinct phasing of the contract, with individual 'notices to proceed' required for the initiation of each phase. This is important because there remains work to be done to officially 'establish' the project, including the creation of a staffing plan for the new facility, which the Board will have to approve of, and commit necessary resources to for the long term. In the event the project is not formally established, the County will be subject only the Phase 1 cost. Once the project is formally established, the remaining Phases are expected to continue through completion.

Another important aspect of this contract is how it is structured in such a way that it will dovetail with the County's anticipated scope of work for the Construction Manager who will be managing this project on behalf of the County. The draft budget includes 5% of the total construction cost for Construction Management, or approximately \$1,000,000. For comparison, the Civic Center project expended less than \$100,000 on Construction Management, with the majority of the work performed by County staff. A contract for Construction Management of the Jail Project is expected to be the next item before the Board relating to this project, in the coming months.

A copy of the proposed agreement with Lionakis is attached, with related exhibits.

Please contact me at 932-5459 if you have any questions regarding this item.

Respectfully submitted,



Tony Dublino
Director of Public Works

**AGREEMENT BETWEEN THE COUNTY OF MONO AND LIONAKIS FOR
ARCHITECTURAL, DESIGN, ENGINEERING, AND CONSTRUCTION
ADMINISTRATION SERVICES FOR THE MONO COUNTY NEW JAIL
PROJECT IN BRIDGEPORT, CALIFORNIA**

WHEREAS, the County of Mono, a political subdivision of the State of California (“County”), may have the need for the jail architectural and engineering services of Lionakis, a California corporation of Sacramento, California (“Consultant”); and

WHEREAS, County and Consultant may hereinafter be referred to individually as a “Party” and collectively as the “Parties”.

In consideration of the mutual promises, covenants, terms and conditions hereinafter contained, intending to be legally bound hereby, and with regard to the above Recitals, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

Services and work provided by Consultant at County’s request under this Agreement will be performed in a manner consistent with the professional skill and care ordinarily exercised by design professionals practicing in the same or similar locality under the same or similar circumstances and in accord with applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

The following attachments are appended to and incorporated into this Agreement by this reference:

- Attachment A – Scope of Work
- Attachment B – Schedule of Payments and Fees
- Attachment C – Schedule of Work
- Attachment D – Subconsultant and Project Principal List
- Attachment E – Responsibility Matrix

In the event of a conflict between the terms of an attachment and this Agreement, the terms of the attachment shall govern.

2. TERM

The term of this Agreement shall be from January 1, 2021, to December 31, 2023, unless sooner terminated as provided in this Agreement.

3. CONSIDERATION

A. Compensation. County shall pay Consultant in accordance with the schedule of payments and fees set forth in Attachment B (Schedule of Payment and Fees) for Consultant's performance or provision of the services and work pursuant to this Agreement and Attachment A (Scope of Work).

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

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

D. Limit Upon Amount Payable Under Agreement. Except as otherwise provided in Attachment B (Schedule of Payments and Fees), the total sum of all payments made by County to Consultant for services and work performed under this Agreement shall not exceed Two Million Seven Hundred Ninety-Seven Thousand One Hundred Thirteen and NO/100 Dollars (\$2,797,113.00) (the "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed that is in excess of the Contract Limit.

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE; TIME IS OF THE ESSENCE

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A (Scope of Work) according to the schedule and time limits set forth in Attachment C (Schedule of Work). It is understood by Consultant that the performance or provision of these services and work will require a varied schedule. Consultant, in arranging his/her schedule, will coordinate with County to ensure that all services and work performed or provided pursuant to this Agreement will be performed within the time limits set forth in Attachment C (Schedule of Work). The Parties acknowledge and agree that time is of the essence and failure of Consultant to perform or provide work and services according to the schedule and within the time limits set forth in Attachment C (Schedule of Work) is a material breach of this Agreement.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Consultant to provide the services identified in Attachment A (Scope of Work) to this Agreement. County is not obligated to reimburse or pay Consultant for any expense or cost incurred by Consultant in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Consultant in providing and maintaining such items is the sole responsibility and obligation of Consultant.

7. COUNTY PROPERTY

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. Consultant shall not be held liable for any reuse of the County owned documents for purposes outside of this Agreement. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION

Consultant shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million and NO/100 Dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Consultant, its employees, agents, subconsultants, and project principles.

9. INSURANCE

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

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Consultant under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than One Million and NO/100 Dollars (\$1,000,000.00) per claim or occurrence or Two Million and NO/100 Dollars (\$2,000,000.00) general aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million and NO/100 Dollars (\$1,000,000.00) per claim or occurrence applicable to all (*please note that Lionakis does not own any company vehicles) non-owned and hired vehicles/aircraft/watercraft. If the services provided

under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Consultant pursuant to this Agreement. Alternatively, such coverage may be provided in Consultant's Pollution Liability policy.

- Umbrella or Excess Liability Insurance.** A policy of Umbrella or Excess Liability Insurance with coverage that is primary and non-contributory to any other insurance maintained by the County, following form over and affording coverage no less broad than the coverage in the Commercial General Liability, Automobile Liability, and Employers' Liability policies. Such policy shall provide limits of not less than Five Million and NO/100 Dollars (\$5,000,000) per occurrence and Five Million and NO/100 Dollars (\$5,000,000) aggregate.
- Professional Errors and Omissions Liability Insurance.** A policy of Professional Errors and Omissions Liability Insurance appropriate to Consultant's profession in an amount of not less than Five Million and NO/100 Dollars (\$5,000,000.00) per claim or occurrence or Five Million and NO/100 Dollars (\$5,000,000.00) general aggregate. The professional errors and omissions liability insurance policy shall embody and include an extended claims period of no less than three (3) years following expiration of this Agreement and any amendments and extensions thereof. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Consultant must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance.** A policy of Comprehensive Consultants Pollution Liability coverage applicable to the work being performed and covering Consultant's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million and NO/100 Dollars (\$1,000,000.00) per claim or occurrence or Two Million and NO/100 Dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

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

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

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

E. Subconsultants and Project Principles. Consultant shall require and verify that all subconsultants and project principles maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subconsultants and project principles. The County may approve a variation in the insurance requirements stated above, upon a determination that the coverage, scope, limits and/or forms of such insurance are either not commercially available or that the County's interests are otherwise fully protected.

10. STATUS OF CONSULTANT

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

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

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

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

11. DEFENSE AND INDEMNIFICATION

A. In accordance with California Civil Code section 2782.8, except as specifically stated herein, Consultant shall defend with counsel acceptable to County, indemnify, and hold harmless County, its officers, employees, agents, contractors, and representatives from and against claims, damages, losses, judgments, liabilities, expenses, and other costs (including litigation costs and attorneys' fees) to the extent such claims, damages, losses, judgments, liabilities, expenses, and other costs (including litigation costs and attorneys' fees) arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant. Notwithstanding the foregoing, solely with regard to Consultant's obligation for claims, damages, losses, judgments, liabilities, expenses, and other costs (including litigation costs and attorneys' fees) arising out of or pertaining to Consultant's professional services, such obligation does not include the duty to provide defense counsel nor to pay for the defense of actions or proceedings brought against County, but rather to reimburse County for attorney's fees and costs incurred in defending such actions or proceedings brought against County to the extent such fees and costs arise from or pertain to the negligence, recklessness or willful misconduct of Consultant.

B. Consultant's obligations under this Paragraph 11 shall apply to any actual or alleged personal injury, death, damage, or destruction to tangible or intangible property, including but not limited to the loss of use. In no event shall Consultant's cost to defend or indemnify County exceed Consultant's finally determined proportionate percentage of fault. Notwithstanding the previous sentence, in the event that Consultant and one or more defendant(s) is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. Any and all costs and expenses related to or associated with determining Consultant's proportionate percentage of fault pursuant to this Paragraph 11 shall be the sole responsibility of Consultant.

C. Consultant's obligations under this Paragraph 11 are not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

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

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

13. NONDISCRIMINATION

During the performance of this Agreement, Consultant, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Consultant and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Consultant shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Consultant thirty (30) calendar days written notice of such intent to terminate. Consultant may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) calendar days written notice of such intent to terminate. In the event termination is based on cause, termination shall become effective the thirtieth (30th) day following the date of the written notice, unless either Party cures or commences to cure such cause and diligently thereafter prosecutes such cure to completion.

15. ASSIGNMENT

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

16. DEFAULT

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

17. WAIVER OF DEFAULT

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

18. CONFIDENTIALITY

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

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

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

21. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county

statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION

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

23. AMENDMENT; MODIFICATION

This Agreement may be amended or modified by the mutual consent of the Parties if such amendment or modification is in written form, is executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and is attached to the original Agreement to maintain continuity.

24. NOTICE

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

If to County:

Mono County Public Works Department
Attn: Tony Dublino, Director
P.O. Box 457
Bridgeport, CA 93517
PHONE: (760) 932-5440
FAX: (760) 932-5441
EMAIL: tdublino@mono.ca.gov

If to Consultant:

Lionakis
Attn: Mike Davey
1919 Nineteenth Street
Sacramento, CA 95811
PHONE: (916) 558-1900
FAX: (916) 558-1919
EMAIL: mike.davey@lionakis.com

25. COUNTERPARTS

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

26. JURISDICTION; VENUE

This Agreement shall be interpreted under the laws of the State of California, without regard to its law governing conflict of laws. Exclusive venue for any legal action involving or related to the interpretation or enforcement of this Agreement shall be the Superior Court of California, Mono County.

27. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties, and no representations, inducements, promises, or agreements otherwise between the Parties not embodied herein or incorporated herein by

reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the Parties.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE LAST DATE PROVIDED BELOW.

COUNTY OF MONO

LIONAKIS

By: _____

Print: _____

Title: _____

Dated: _____

By: Mike J. Davey Digitally signed by Mike J. Davey
DN: C=US, E=mike.davey@lionakis.com,
O=Lionakis, CN=Mike J. Davey
Date: 2021.01.15 09:06:41-0800

Print: Mike J. Davey

Title: Principal

Dated: 1/15/2021

APPROVED AS TO FORM:



Stacey Simon (Jan 19, 2021 11:10 PST)

Mono County Counsel's Office

APPROVED BY RISK MANAGEMENT:



Jacob Sloane (Jan 19, 2021 10:37 PST)

Mono County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN THE COUNTY OF MONO AND LIONAKIS FOR ARCHITECTURAL, DESIGN, ENGINEERING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE MONO COUNTY NEW JAIL PROJECT IN BRIDGEPORT, CALIFORNIA

TERM:

FROM: January 1, 2021 TO: December 31, 2023

SCOPE OF WORK

Consultant shall furnish all labor, equipment, materials, supplies, research, transportation, taxes, and cover all costs to perform and/or provide the architectural, design, engineering, and construction administration services and work specified in this Attachment A (Scope of Work) related to the New Mono County Jail Project (the "Project").

1. GENERAL CONDITIONS. Consultant's performance and/or provision of services and work pursuant to the Agreement and this Attachment A (Scope of Work) shall:
 - A. Be consistent with (i) County's SB844 Package Proposal, dated February 22, 2017; and (ii) the "Request for Qualifications to Provide Architectural, Engineering, and Construction Management Services for the Mono County New Jail Project," released February 5, 2018.
 - (i) NOTE: Notwithstanding the "Request for Qualifications to Provide Architectural, Engineering, and Construction Management Services for the Mono County New Jail Project," released February 5, 2018, soliciting proposals for construction management services in relation to the Project, the Agreement and this Attachment A (Scope of Work) does not include the performance or provision of "Construction Management Services" or work. For purposes of the Agreement and this Attachment A (Scope of Work), "Construction Management Services" shall mean those services and work set forth in the agreement for such services between County and its construction management consultant.
 - B. Be coordinated and implemented with the requirements of the appropriate state and local governmental agencies having jurisdiction over the Project.
 - C. Contract or employ, at Consultant's expense, subconsultants and project principles to the extent deemed necessary for completion of the Project including but not limited to architects and mechanical, electrical, structural, landscape, geotechnical, and civil engineers licensed as such by the State of California. The names of said subconsultants and project principles shall be submitted to County for approval prior to commencement of the services and work and, upon approval by the County, listed in Attachment D (Subconsultant and Project Principal List), which may be updated from time to time. County reserves the right to reject the use of any subconsultant or project principle.
 - D. Agree to exercise usual and customary professional care in its efforts to comply with all laws and regulations that apply to the Project services and work specified in the

Agreement and this Attachment A (Scope of Work). If County observes or otherwise becomes aware of any defect in design aspects of the Project, then County shall give prompt written notice thereof to Consultant.

- E. Cooperate with other professionals employed by County for the design, coordination, or management of other services and work related to the Project.
- F. Be responsible for the professional quality, technical accuracy, and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Consultant pursuant to the Agreement and this Attachment A (Scope of Work). Consultant shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
- G. Provide services and work required to obtain code variances or waivers necessitated by the nature of the design with state and local governmental agencies having jurisdiction over the Project.
- H. Maintain a log of all meetings, site visits, or discussions held in conjunction with the performance or provision of the services and work pursuant to the Agreement and this Attachment A (Scope of Work), with documentation of major discussion points, observations, decisions, questions or comments. Such logs shall be furnished to County and/or their representatives for inclusion in the overall documentation of the Project.
- I. Neither County's review, approval of, nor payment for, any of the services and work required pursuant to the Agreement or this Attachment A (Scope of Work) shall be construed to operate as a waiver of any right under the Agreement; and Consultant shall remain liable to County in accordance with applicable law for all damages to County caused by Consultant's failure to perform or provide any of the services and work pursuant to the Agreement and this Attachment A (Scope of Work).
- J. Provide the Mono County Board of Supervisors up to two (2) presentations on the Project.
- K. Attend and participate in one (1) pre-bid meeting prior to County's award of a contract for construction of the Project. Consultant's participation shall include attending a pre-bid job walk (if necessary), responding to bidder's inquiries, and preparing and issuing bid addenda.
- L. Attend and participate in up to six (6) site meetings from the start of schematic design phase through the completion of construction documents.
- M. Attend and participate in bi-weekly (every other week) meetings during the entire construction phase. Meetings will be conducted via Zoom (or equivalent video-conferencing service).
- N. Include sustainable design measures where economically feasible for the Project. Consultant will be following the requirements of Title 24 of the California Code of Regulations, including but not limited to Part 11 of Title 24 of the California Code of Regulations ("CalGreen.")

- O. If County and Consultant agree that a substitution request will result in a better Project or a savings to County, Consultant will review substitution requests submitted by the Project contractor during the bidding phase.

II. PHASED APPROACH. The performance and provision of services and work by Consultant pursuant to the Agreement and this Attachment A (Scope of Work) shall be completed in the following phases, with Consultant beginning the services and work of each succeeding phase only upon the issuance of a written “Notice to Proceed” by County.

A. Phase 1: Work and Services – Schematic Design and Project Establishment

- (i) Attend and participate in a kick-off meeting with County and the California Board of State and Community Corrections (the “BSCC”).
- (ii) Attend and facilitate a kick-off meeting with various County stakeholders to establish project goals, critical success factors, lines of communication and responsibilities, review budget and schedule, and create a basis of priorities.
- (iii) In coordination with the Mono County Sheriff, prepare staffing plan for consideration and approval by the Mono County Board of Supervisors and the BSCC.
- (iv) Prepare, for approval by County, schematic design documents for the Project which consist of drawings and other documents which illustrate the principal components of the Project.
- (v) Provide design narratives and concepts required to define the intended systems and project approach for the various disciplines.
- (vi) Prepare a detailed opinion of probable costs of the completed schematic design documents.
- (vii) Prepare and submit the required documents such as the project scope, project schedule, project cost/budget summary table, staffing plan, 3-page estimate to the California Department of Finance (the “DOF”) and the State Public Works Board (the “SPWB”) for Project Establishment.
- (viii) Submit schematic design documents to the BSCC and the Office of the State Fire Marshall (the “OSFM”) for review.

B. Phase 1: Deliverables

- (i) As part of schematic design phase, prepare a detailed program listing all of the spaces that will be in the Project, including number of spaces and size of spaces.
- (ii) Per County’s request, provide a geotechnical engineer’s report for the parcel where the Project will be located.
- (iii) Provide a hazardous material survey and report of the existing hospital.
- (iv) Provide drawings, exterior materials board, and interior materials selections.
- (v) Schematic design documents will consist of drawings and narratives by all subconsultants and project principles, and other documents illustrating the project scope and principal components at the schematic design phase level. The schematic design documents will incorporate program requirements and include site plans, floor plans, elevations, sections, and other drawings required to

describe the Project. Consultant shall prepare a detailed opinion of probable costs, utilizing the CSI format, of the completed schematic design documents. Consultant will reconcile opinion of probable cost with the opinion of probable costs prepared by County's construction manager.

- (vi) Prepare project scope, project schedule, project cost/budget summary table, 3-page estimate for Project Establishment by the SPWB.

C. Phase 2: Work and Services – Design Development, Preliminary Plans

- (i) Based upon the approved schematic design documents and any adjustments in the scope or quality of the Project or in the construction budget authorized by County, design development documents consisting of drawings and other documents which fix and describe the size and character of the Project as to the architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate. Consultant shall prepare a detailed opinion of probable costs at the completion of the design development documents.
- (ii) Submit design development documents to the BSCC and the OSFM for review.
- (iii) Consultant will work collaboratively with County to assist in the updated budget summary table, 3-page estimate, project scope comparison, and project delivery documents for submission to the DOF. This will then be reviewed and validated through the DOF to get on the agenda of the SPWB for approval of Preliminary Plans. Consultant and its subconsultants and project principles will also provide supporting documentation. County shall be responsible for obtaining approval of site due diligence and any environmental review required by the California Environmental Quality Act ("CEQA").

D. Phase 2: Deliverables

- (i) The design development documents will be based upon the approved schematic design documents and any adjustments authorized by County modifying the program or construction budget. Prepared design developments documents consisting of drawings and specifications by Consultant and its subconsultants and project principles; product cut sheets; and other documents to fix and describe the size and character of the entire Project as to architectural, structural, civil, landscape, security electronics, radio, food service, mechanical and electrical systems, hazardous materials testing and abatement requirements, materials and elements that are appropriate for this type of project. Consultant shall prepare a detailed opinion of probable costs, utilizing the CSI format, at the completion of the design development documents. Consultant will reconcile opinion of probable cost with the opinion of probable costs prepared by County's construction manager.
- (ii) Prepare and provide a budget summary table, 3-page estimate, milestone schedule and project scope for approval of Preliminary Plans.

E. Phase 3: Construction Documents/Working Drawings (Proceed to Bid)

- (i) Based upon the approved design development documents and any adjustments in the scope or quality of the Project in the construction budget authorized by County, Consultant shall prepare, for approval by County, construction

documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Consultant will incorporate into the 50% construction documents comments, modifications, or other recorded notations approved by County for inclusion in the Project from Phase 2.

- (ii) Based upon approved 50% construction documents and any adjustments in the scope or quality of the Project or in the construction budget authorized by County, Consultant shall prepare, for approval by County, the 95% completed construction documents consisting of drawings and other documents which fully establish and describe the size and character of the Project as to the civil, landscape, architectural, structural, mechanical, electrical, security, radio, laundry and food service systems, materials, and such other elements as may be appropriate. Consultant will incorporate into the 95% construction documents comments, modifications, or other recorded notations approved by County for inclusion in the Project from the 50% construction documents phase. Consultant will prepare a detailed opinion of probable costs at the 95% completion of construction documents.
- (iii) Assist County in preparing ground lease and related exhibits required by the DOF and/or the SPWB.
- (iv) Assist County obtain approval of construction documents:
 - (a) Consultant shall submit the construction documents to the local government authorities having jurisdiction for review and approval after it receives County authorization to do so. Such local governmental authorities having jurisdiction may include the Mono County Community Development Department – Building Division, the Bridgeport Public Utilities District, the Bridgeport Fire Protection District, and any consultant of County performing a third-party review of the construction documents.
 - (b) Consultant will assist County in submitting documents and obtaining approvals required by state governmental authorities having jurisdiction over the Project. Such state governmental authorities having jurisdiction may include the BSCC, the DOF and the SPWB, the California Department of General Services (“DGS”), and the OSFM.
 - (c) Consultant will produce a final set of documents (100% Construction Documents) suitable for reproduction for bidding. The documents will incorporate the requirements of, and be in conformance with, the local and state governmental authorities having jurisdiction over the Project.
 - (d) Assist County with the development of a general layout of Furniture, Fixtures and Equipment (“FF&E”) for utility requirements and layout..

F. Phase 3: Deliverables

- (i) The construction documents will be based upon the approved design development documents and any adjustments authorized by County modifying the program or construction budget. Comprehensive construction documents with specifications ready for bidding including architectural and engineering drawings, specification and calculations. Submit and obtain approval from state and local governmental authorities having jurisdiction over the Project. Consultant will prepare a detailed

opinion of probable cost, utilizing the CSI format, of the construction documents at 95% construction documents. Consultant will reconcile opinion of probable cost with the opinion of probable cost prepared by County's construction manager.

- (ii) Prepare updated budget summary table, 3-page estimate, milestone schedule, and project scope for working drawings approval.

G. Phase 4: Bid and Award

- (i) Consultant will assemble a bid ready set that includes contract conditions, bidding requirements and other contract documents provided to Consultant by County. County shall provide front end General Conditions and Division 1 (if available) for specifications. Consultant will assist County in obtaining bids for construction of the Project. Consultant's assistance shall include attending a pre-bid job walk (if necessary), responding to bidder's inquiries and preparing and issuing bid addenda.
- (ii) Consultant will assist County in providing supporting documentation to the BSCC and the DOF for approvals to award construction contract.

H. Phase 4: Deliverables

- (i) Assist County in the distribution of the plans and specifications, participate in the pre-bid conference, assist County in interpreting the documents during the bidding process, the preparation and possible distribution of addenda to the documents that may be required, and provide recommendations to County concerning acceptance or review of responsive bidders.
- (ii) Provide electronic drawings and specifications for posting to the bid site by County.

I. Phase 5: Construction Administration

- (i) Consultant will provide administration of the construction contract for the Project as set forth below and pursuant to the Agreement and this Attachment A (Scope of Work). Consultant shall be a representative of and will advise and consult with County during construction of the Project. Consultant will have authority to act on behalf of County only to the extent provided in the Agreement, unless otherwise modified. Consistent with Section 1, Consultant and its subconsultants (as appropriate to the stage of work) will attend and participate in bi-weekly (every other week) video-conference meetings to become familiar with the progress of the work on the Project. Consultant will review and take appropriate action upon shop drawings, product data and samples (collectively referred to as "Submittals") required of the contractor by the construction documents, for the limited purpose of checking for general conformance with the design intent expressed in the contract documents. Consultant shall respond to the contractor's questions and requests for information. In consultation with County, Consultant will assist in the development of procedures, forms and processes for the issuance and evaluation of changes or potential changes to the work on the Project. Consultant, assisted by County, will conduct observations to determine the date or dates of substantial completion and the date or dates of final completion. Consultant will generate a punch list, as needed and requested by County, of the

incomplete or unaccepted items of work.

J. Phase 5: Deliverables

- (i) Submittal reviews
- (ii) Site observation reports
- (iii) Responses to Requests for Information (RFIs)
- (iv) Consultant's Supplemental Instructions (as required)
- (v) Proposal Requests (as required)
- (vi) Punch lists
- (vii) Record drawings based on contractor's as-built drawings.

3. EXCLUSIONS. Work, services, and deliverables performed or provided by Consultant are limited to those set forth above in Section 2 of this Attachment A (Scope of Work). Work, services, and deliverables not listed in Section 2 shall not be considered within the scope of work and services of this Attachment A (Scope of Work) and therefore not the responsibility of Consultant to perform or provide. The following work, services, and deliverables are excluded from this Attachment A (Scope of Work):

- A. Construction Management Services, meaning those services and work set forth in the separate agreement for such services between County and its construction management consultant.
- B. Project site surveying work. Site surveying service and work, including the preparation of all necessary legal descriptions and exhibits, will be performed or provided by County and/or its consultant(s).
- C. Environmental services required by mitigation measures of any environmental document prepared pursuant to CEQA.
- D. Design services and work related to facilities and infrastructure of the water system that will service the Project but located outside of the Project site. Design services and work related to water system facilities and infrastructure located on the Project site are included within the scope of services and work to be performed by Consultant pursuant to this Attachment A (Scope of Work).
- E. Design of the fire alarm systems for the Project. Notwithstanding the foregoing, the performance or provision of services and work related to the design of equipment and device layouts, cabling, and specifications for a deferred approval is within the scope of services and work to be performed by Consultant pursuant to this Attachment A (Scope of Work).
- F. Preparation of any topographic survey of the Project site. Topographic surveying services and work will be performed or provided by County and/or its consultant(s).
- G. Hazardous materials construction administration and abatement monitoring.
- H. Services and work related to "Art in Public Places." Consultant will, however,

coordinate with County and its consultants substrate and structural requirements to accommodate integration into the Project.

- I. Substantial design changes made by County subsequent to approval of design development documents.
- J. Services and work related to changes or additions at County's request resulting in change orders during construction.
- K. Services and work related to the design and installation of equipment and devices associated with phone, data, and low voltage systems. Notwithstanding the foregoing, the performance or provision of services and work related to the design of outlet boxes, conduit raceways, cabling, backboards, grounding and power for phone, data, and low voltage systems are within the scope of services and work to be performed by Consultant pursuant to this Attachment A (Scope of Work)..
- L. Preparation and provision of reproduction and distribution of bid sets.
- O. Performance or provision of services or work to document FF&E beyond preparing and providing a general layout.
- S. Performance or provision of (i) wayfinding signage and (ii) signage beyond building signage, door signage, life safety signage, and accessibility signage required by applicable statutes, regulations, and codes.
- T. Performance or provisions of services and work related to the review of substitution requests submitted by the Project contractor during the bidding phase unless County and Consultant agree that the request will result in a better Project or a savings to County.
- U. Performance or provision of services and work-related operational cost studies or life cycle cost analyses.
- V. Performance or provision of services "materials testing" services and work during the construction phase.
- W. Performance or provision of services and work related to contaminated soil and contaminated water.
- X. Preparation of more than one (1) set of construction documents that will include the demolition of the existing County hospital.
- Y. Preparation of more than two (2) resubmittals for the same specification section.
- Z. Preparation of more than twenty (20) substitution requests.

ATTACHMENT B

AGREEMENT BETWEEN THE COUNTY OF MONO AND LIONAKIS FOR ARCHITECTURAL, DESIGN, ENGINEERING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE MONO COUNTY NEW JAIL PROJECT IN BRIDGEPORT, CALIFORNIA

TERM:

FROM: January 1, 2021 TO: December 31, 2023

SCHEDULE OF PAYMENTS AND FEES

1. PAYMENTS TO CONSULTANT.

- A. In General; Phased Compensation. Subject to the Contract Limit specified in Paragraph 3.D of the Agreement, the compensation to be paid by County to Consultant for furnishing all labor, equipment, materials, supplies, research, transportation, taxes, and all costs (both direct and indirect) for the performance and provision of all services, work, and deliverables pursuant to the Agreement and Attachment A (Scope of Work) shall be paid on a phased fixed fee basis according to the rates set forth in TABLE B-2 for an amount not to exceed the limits for each phase of the Project as set forth in TABLE B-1.

TABLE B-1

PROJECT PHASE	LIMIT
Phase 1 - Schematic Design Services:	\$437,165.00
Phase 2 - Design Development Services:	\$573,328.00
Phase 3 - Construction Documents Services:	\$1,005,413.00
Phase 4 - Bid and Award Services:	\$78,884.00
Phase 5 - Construction Administration Services:	\$702,324.00
Total for All Services:	\$2,797,113.00

- B. Compensation for Additional Services.
- (i) “Additional Services,” as described in Section 1.C of this Attachment B (Schedule of Payments and Fees), when authorized in a separate writing by County, shall be performed by Consultant for a negotiated fee based on the hourly rates of Consultant and its subconsultants and project principles (if any) listed in TABLE B-2.
- (ii) The following hourly rates of Consultant and its subconsultants and project principles (if any) include overhead, administrative costs, and profit and are valid through the Term of the Agreement. If the Term of the Agreement is extended past the scheduled completion date for reasons other than delays by Consultant or any of its subconsultants, then the hourly rates listed in TABLE B-2 for the performance or provision of Additional Services may be adjusted for inflation

upon subsequent written agreement of the Parties.

- (iii) The rates of Consultant and its subconsultants and project principles (if any) set forth in TABLE B-2 shall be used for informational purposes to assist in arriving at a “Negotiated Fee” for Additional Services. These rates are for informational purposes only, and the negotiated fee set forth in any subsequent written agreement of the Parties shall control.

C. Examples of Additional Services. “Additional Services” may include the following:

- (i) Services with respect to replacement of any work damaged during construction,
- (ii) Services required because of default of the Contractor, or major deficiencies or defects in the work of Contractor which in no way were caused by Consultant.
- (iii) The design and installation of phone, data, and low voltage devices, equipment, and systems.
- (iv) Design services and work related to facilities and infrastructure of the water system that will service the Project but located outside of the Project site.
- (v) Substantial design changes made by County subsequent to approval of design development documents (e.g., the addition of square footage to the Project; the addition of other structures; changes to functional layout of spaces; changes to consultant systems design such as security electronics, mechanical systems, extents of electrical load on emergency power).
- (vi) Services and work related to changes or additions at County’s request resulting in change orders during construction (e.g., changes to detention door configurations or hardware; changes or additions to security electronics layout and function; the addition or modification to areas of the Project).
- (vii) The preparation of more than one (1) set of construction documents (including documents related to the demolition of the existing County hospital).
- (viii) The preparation of more than two (2) resubmittals for the same specification section.
- (ix) The preparation of more than twenty (20) substitution requests.

[CONTINUED ON NEXT PAGE]

TABLE B-2

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Principal	\$240.00
Associate Principal.....	\$225.00
Senior Associate	\$215.00
Director of Healthcare Planning	\$215.00
Director of Accessibility	\$215.00
Director of Sustainability	\$205.00
Director of Planning	\$205.00
Associate	\$205.00
Project Director	\$195.00
Senior Project Manager	\$185.00
Specifications Writer	\$185.00
Project Manager.....	\$175.00
<u>ARCHITECTURAL SERVICES</u>	
Senior Architect.....	\$175.00
Architect II	\$160.00
Senior Job Captain	\$160.00
Job Captain.....	\$150.00
Architect I	\$150.00
Designer III.....	\$135.00
Designer II.....	\$125.00
Designer I.....	\$115.00
Specification Technician	\$115.00
<u>INTERIOR DESIGN SERVICES</u>	
Interiors Project Director	\$180.00
Senior Interior Designer	\$160.00
Project Interior Designer	\$140.00
Interior Designer III	\$125.00
Interior Designer II	\$110.00
Interior Designer I	\$100.00
<u>STRUCTURAL ENGINEERING SERVICES</u>	
Senior Engineer	\$175.00
Engineer II.....	\$165.00
BIM Manager	\$160.00
Engineer I.....	\$155.00
Senior BIM Technician	\$150.00
Structural Designer III	\$145.00
BIM Technician II	\$135.00
Structural Designer II	\$135.00
Structural Designer I	\$125.00
BIM Technician I	\$125.00
<u>PROJECT SUPPORT SERVICES</u>	
Graphics Creative Director.....	\$175.00
Senior Graphic Designer.....	\$145.00
Graphic Designer	\$115.00
Senior Project Coordinator.....	\$100.00
Project Coordinator	\$90.00
Staff Technician	\$80.00
Consultant.....	Direct Cost + 10%
Reimbursables	Direct Cost + 10%
<i>Blueprints, Photocopies, Shipping, Photography, Plotting, Renderings, Travel Expenses, Agency Fees, etc.</i>	
Mileage	per IRS standard rate

ATTACHMENT C

AGREEMENT BETWEEN THE COUNTY OF MONO AND LIONAKIS FOR ARCHITECTURAL, DESIGN, ENGINEERING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE MONO COUNTY NEW JAIL PROJECT IN BRIDGEPORT, CALIFORNIA

TERM:

FROM: January 1, 2021 TO: December 31, 2023

SCHEDULE OF WORK

1. GENERAL.

- A. Within five (5) business days after the Notice to Proceed, Consultant shall submit a "Schedule of Work" to County for review and approval. The Schedule of Work shall be in the form of a progress chart clearly delineating all phases, review dates and deadlines. The Schedule of Work shall also delineate the relationship and responsibilities between County and state and local governmental agencies having jurisdiction over the Project that will be completing or providing approvals.
- B. Consultant shall update the Schedule of Work at the completion of each Project phase and shall deliver the Schedule of Work to County with Consultant's monthly billing for completion of each Project phase.

2. SCHEDULE OF PHASES.

- A. Consultant shall complete all work and services required for each Project Phase within the time limit listed below. The time limit for each Project Phase is the number of months, as noted, from the date the written Notice to Proceed is issued by County for each Project Phase through the date of completion of all services and work required for that Project Phase. The time limit does not include time required for reviews by County and other regulatory agencies for each Project Phase within the time limit listed below.
- B. As set forth in Paragraph 4 of the Agreement, time is of the essence and failure of Consultant to perform or provide work and services on time is a material breach of this Agreement.

PHASE	TIME LIMIT	REVIEW PERIOD & APPROVALS
Phase 1: Schematic Design	4 Months	3 months (DOF) for Project Establishment
Phase 2: Design Development	5 Months	3 months (DOF) for Preliminary Plans
Phase 3: Construction Documents	7 Months	4 months (DOF, BSCC & CSFM) for Working Drawings
Phase 4: Bidding	3 Months	2 months (DOF) Bid Approval
Phase 5: Construction	16 Months	

ATTACHMENT D

AGREEMENT BETWEEN THE COUNTY OF MONO AND LIONAKIS FOR ARCHITECTURAL, DESIGN, ENGINEERING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE MONO COUNTY NEW JAIL PROJECT IN BRIDGEPORT, CALIFORNIA

TERM:

FROM: January 1, 2021 TO:

SUBCONSULTANT AND PROJECT PRINCIPAL LIST

This Attachment D (Subconsultant and Project Principal List) is attached to the Agreement and incorporated therein by this reference. The following firms and entities are the specialty subconsultants and project principles that Consultant will utilize to perform or provide the services and work related to the Project required by this Agreement. Written approval by County is required to change or add to this list. Notwithstanding anything in the Agreement to the contrary, County reserves the right to reject the use of any subconsultant or project principle. Nothing in the foregoing shall create any contractual relationship between County and any subconsultant or project principle used or utilized by Consultant. Consultant shall update addresses and phone numbers of the below listed subconsultants and project principles if they occur.

TRADE/SERVICE	SUBCONSULTANT/PROJECT PRINCIPAL
Architect:	Lionakis
Interiors:	Lionakis
Structural Engineering:	Lionakis
Mechanical Engineering:	Capital Engineering Consultants, Inc.
Electrical Engineering:	LP Consulting Engineers
Civil Engineering:	NCE
Security Electronics:	LattaTech
Radio:	CSI Telecom
Food Services:	The Marshall Associates, Inc.
Landscape Architecture:	KLA Landscape Architecture
Cost Estimating:	Cumming
Geotechnical Engineering:	Construction Materials Engineers, Inc.
Door Hardware:	Opening Consultants, Inc.
Hazardous Materials Consultant:	Group Delta

ATTACHMENT E

AGREEMENT BETWEEN THE COUNTY OF MONO AND LIONAKIS FOR ARCHITECTURAL, DESIGN, ENGINEERING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE MONO COUNTY NEW JAIL PROJECT IN BRIDGEPORT, CALIFORNIA

TERM:
FROM: January 1, 2021 TO: December 31, 2023

RESPONSIBILITY MATRIX

LEGEND 1= Primary Responsibility 2= Supporting Responsibility 3 = Review/Information Only N/A = Not Applicable	COUNTY	A/E	CM
ITEM			
Project Information			
• Introduce key team members and define roles and responsibilities of each relative to the project	1	2	2
• Identify and review pertinent information and/or documentation necessary from the County for the completion of the project	2	1	1
• Review and explain the overall project goals, general approach, tasks, work plan and procedures, and deliverable products of the project (PMP)	1	1	1
• Develop a detailed task analysis and work plan to ensure all project related information is received and activities can be completed	2	2	1
Typical Tasks for all Design Phases			
• Provide unified management for the Owner of design processes for A/E and other consulting services, such as surveys, EIRs, and geotechnical reports.	2	2	1
• Manage project costs within the established project budget	2	1	2
• Monitor and comment on project design costs	3	1	1
• Ensure development of furniture and equipment budgets and incorporate into project budget, if appropriate.	3	2	1
• Conduct design and consultant coordination meetings	2	1	2
• Coordinate and implement the requirements of regulatory agencies	3	1	2
• Conduct and take meeting minutes of design and consultant coordination meetings.	3	1	2
• Track all design/coordination comments generated in coordination meetings.	3	1	2

ATTACHMENT E

LEGEND			
1= Primary Responsibility 2= Supporting Responsibility 3 = Review/Information Only N/A = Not Applicable	COUNTY	A/E	CM
Schematic Design			
<ul style="list-style-type: none"> • Assemble all Project Information, including Title/Boundary Search, Soil Report, Topographic Survey, As-builts, Verification of (E) conditions - Site investigations & Field Exploration, EIR, County Standards, Client/Tenant Orq. Charts 	1	3	1
Review Schematic Design submittal for compliance with:			
a) Scope and Program Compliance	3	1	1
b) Budget	3	1	1
c) Schedule	3	2	1
d) Value Engineering/Constructability	3	2	1
e) Code and Regulatory Compliance	3	1	2
f) A/E - Owner contract requirements	3	2	1
• Verify design documents and compatible with the project budget	3	1	1
• Submit Schematic Design package including alternatives and cost estimate	3	1	2
• Coordinate presentation of Schematic Design package with County for Board	3	1	2
• Prepare recommendation to Owner for fast tracking or phasing of construction of project facilities by separate contracts, if appropriate.	3	2	1
• Prepare Construction Cost Estimate	3	1	1
• Issue a Notice to Proceed to A/E for beginning of Design Development Phase	1	3	2
Design Development			
County to provide General Conditions, Specifications and Supplementary Conditions	1	2	2
Prepare construction estimates separating building cost from site, utilities and demolition	3	1	1
Review Design Development Submittal for compliance with:			
a) scope and program compliance	3	1	1
b) Budget	3	1	1
c) Schedule	3	2	1
d) Value Engineering/Constructability	3	2	1
e) Code and Regulatory Compliance	3	1	2
f) A/E - Owner contract requirements	3	2	1
• Submit to County Design Development Package	3	1	2
• Submit a statement indicating changes made to the program from Schematic Design and cost impact	3	1	2
• Issue a Notice to Proceed to A/E for beginning of Construction Document Phase	1	3	2
Construction Document (50% CD)			
Review 50% submittal for compliance with:			
a) scope and program compliance	3	1	1
b) Budget	3	1	1
c) Schedule	3	2	1

ATTACHMENT E

LEGEND 1= Primary Responsibility 2= Supporting Responsibility 3 = Review/Information Only N/A = Not Applicable	COUNTY	A/E	CM
d) Value engineering / Constructability	3	2	1
e) Code and regulatory compliance	3	1	2
f) A/E - Owner contract requirements	3	2	1
• Submit 50% CD package to County.	3	1	2
• Submit a statement indicating changes made to the program from Design Development and the cost impact.	3	1	2
• Issue a Notice to Proceed and directions to A/E for beginning Construction Document Substantial Completion Phase.	1	N/A	2
Construction Document (Substantial Completion)			
Review Final CD submittal for compliance with:			
a) Scope and program compliance	3	1	1
b) Budget	3	1	1
c) Schedule	3	2	1
d) Value engineering / Constructability	3	2	1
e) Code and regulatory compliance	3	1	2
f) A/E - Owner contract requirements	3	2	1
• Make corrections as required to reflect BSCC finalback-check comments.	3	1	2
• Prepare preliminary construction schedule for inclusion in bid documents	3	2	1
• Prepare front-end documents.	1	2	2
• Prepare bid and award schedule.	3	2	1
• Payment of plan check fees, etc.	1	3	2
• Submit to County Final CD package	3	1	2
• Submit a statement indicating changes made to the program from CD substantial completion and the cost impact.	3	1	2
• Respond formally to requirements set forth by Governmental Agencies having jurisdiction over the project.	3	1	2
• Establish type of subcontractor and contractor pre-qualification criteria to include in the project documents for bidding (Optional)	2	3	1
• Develop procedures and forms for submission of project budgets, construction estimates, addenda, schedule of values, change orders, requests for payment, final payment request, acceptance of project.	2	2	1
Verify that design documents are compatible with the project budget.	3	1	1
• Prepare Construction Document Package for review by County.	3	1	2
• Prepare construction cost estimate at completion of Final CD's, independent of A/E's.	3	2	1
• Conduct marketing efforts with potential contractors to stimulate competitive bidding.	3	2	1
• Analyze current construction market conditions and advise Owner on bidding activity.	3	2	1

ATTACHMENT E

LEGEND			
1= Primary Responsibility 2= Supporting Responsibility 3 = Review/Information Only N/A = Not Applicable	COUNTY	A/E	CM
• Prepare advertisements for Invitations to Bid of bid documents for County.	3	2	1
• Provide legal counsel review of the "front-end" bid documents specifications with insurance counsel for the amounts and types of insurance and bond coverage included therein.	1	3	2
Documents			
• Establish General Conditions with C.M.	1	2	1
• Establish Pre-Qualification language and forms	1	2	1
• Establish Master Construction Schedule	2	2	1
• Develop Liquidated Damages Plan/Values.	1	2	1
Bid Preparation			
• Coordinate Bid Alternates.	3	1	2
• Compose and Type Bid Forms.	1	2	2
• Prepare Advertisements for Bid.	1	3	2
• Place Advertisements for Bid.	1	3	2
• Pre-Bid Conferences.	2	2	1
• Answer Bidder Questions.	2	1	2
• Prepare Addenda.	2	1	2
• Distribute Addenda.	1	2	2
• Receive and Open Bids.	1	2	2
Evaluate Bids			
• Verify Completeness of Bids.	1	3	1
• Verify Bond Ratings Compliance.	1	3	2
• Verify Licensure.	1	3	2
• Check References (if required)	1	3	2
• Compare Bids to Master Estimate.	2	2	1
• Recommend Award of Bid Package	1	2	1
Rebid (As Required)			
• Propose Bid Changes.	1	1	1
• Revise Bid Documents.	2	1	2
Award			
• Prepare Contracts	1	2	2
• Update Total Project Cost Estimate.	2	3	1
• Verify Completeness of Contract	1	3	1
• Verify Insurance Compliance	1	3	2
• Verify Bond Rating Compliance.	1	3	2
• Prepare & Issue Notices to Proceed.	1	3	2
• Compile and Distribute Construction Sets.	2	2	1
• Coordinate Pre-Construction & Printing Costs.	1	3	2
Construction			
Construction Professionals			
• Solicit Professional Services	1	2	2
• Prepare Agreements & Forms	1	2	2
• Distribute & Track Professionals Contracts	1	2	2

ATTACHMENT E

LEGEND			
1= Primary Responsibility			
2= Supporting Responsibility			
3 = Review/Information Only			
N/A = Not Applicable			
	COUNTY	A/E	CM
<i>Construction Administration</i>			
• Demolition Package Administration/Observation	2	2	1
• Construction Administration/Observation	2	2	1
Submittals			
• Review Shop Drawings	3	1	2
• Review & Accept Construction Schedules	2	2	1
• Review & Approve Submittals	3	1	2
• Evaluate "Equals"	2	1	2
Job Site Meetings			
• Schedule & Conduct Meetings	3	2	1
• Document Meetings	3	3	1
Schedules			
• Prepare Color Board and Schedules	3	1	2
• Distribute Color Board and Schedules	2	1	2
• Prepare Keying Schedule	1	2	2
• Distribute Keying Schedule	1	2	2
Reports			
• Daily Reports	3	3	1
• Project Progress Reports	3	1	1
Requests for Information			
• Initial Review	3	2	1
• Final Review	3	1	2
• Issue Scope of Work Clarifications	3	1	2
• Issue Document Clarifications	3	1	2
• Respond to Requests for Certified Payroll	2	3	1
Change Orders			
• Issue Requests for Proposals	3	1	2
• Prepare Change Orders	3	3	1
• Obtain Signatures for Change Orders	1	2	1
• Distribute & Track Change Orders	3	3	1
• Evaluate Delay & Rain Days	3	3	1
Payment Requests			
• Schedule & Track Pay Requests	3	3	1
• Verify % of Completion	3	3	1
• Sign Pay Applications	1	1	1
• Track Actual & Estimated Construction Cost	3	3	1
• Track Stop Notices & Releases	1	3	1
Project Close-Out			
• Develop & Doc. Arch. Punch Lists	1	1	1
• Distribute & Track All Punch Lists	2	2	1
• Supervise Equipment Start-up	2	2	1
• Supervise Owner Training for Equipment	1	2	1
• Final Record Documents (as-builts)	1	1	2
• Gather & Catalog Manuals & Op. Data	3	2	1

ATTACHMENT E

LEGEND 1= Primary Responsibility 2= Supporting Responsibility 3 = Review/Information Only N/A = Not Applicable	COUNTY	A/E	CM
• Coordinate Delivery of Keys, etc.	2	3	1
• Prepare Notices of Completion	1	3	2
• Distribute Notices of Completion	1	3	2
• Record Notices of Completion	1	3	2
• Record Drawings	3	1	3
• Gather Final Paperwork	2	3	1
Post Occupancy			
Final Payments			
• Determine Withholdings	1	3	2
• Coordinate Clearance of Stop Notices	1	3	2
Warranty Work			
• Coordinate Response to Problems	1	2	3
• Ninth Month Project Walk (post occupancy)	1	1	2



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

Departments: Behavioral Health

TIME REQUIRED	20 minutes (10 minute presentation, 10 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Amanda Greenberg, Behavioral Health Program Manager
SUBJECT	Memorandum of Understanding for the Proposed Permanent Supportive Housing Project		

AGENDA DESCRIPTION:

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

Presentation by Amanda Greenberg regarding the Memorandum of Understanding between Mono County Behavioral Health; Pacific West Communities, Inc.; Mammoth Lakes Pacific Associates, a California Limited Partnership; and Buckingham Property Management for the Proposed Permanent Supportive Housing Project.

RECOMMENDED ACTION:

(1) Approve and authorize Behavioral Health Director to sign the Memorandum of Understanding and associated exhibits for the proposed permanent supportive housing project; (2) Provide any desired direction to staff.

FISCAL IMPACT:

None at this time. This Memorandum of Understanding commits MCBH to providing 20 years of supportive services at the proposed permanent supportive housing project with an annual budget of approximately \$176,500 per year to be paid for with MHSAs funds and other non-General Fund revenues. Of this total, \$168,959 is in-kind contribution of services provided by existing staff.

CONTACT NAME: Amanda Greenberg

PHONE/EMAIL: 7609241754 / agreenberg@mono.ca.gov

SEND COPIES TO:

Amanda Greenberg

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
MOU with Exhibits

History

Time	Who	Approval
1/28/2021 1:56 PM	County Counsel	Yes
1/28/2021 12:30 PM	Finance	Yes
1/28/2021 3:39 PM	County Administrative Office	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors

FROM: Amanda Greenberg, Program Manager, Mono County Behavioral Health

DATE: January 11, 2021

SUBJECT:

Memorandum of Understanding between Mono County Behavioral Health; Pacific West Communities, Inc.; Mammoth Lakes Pacific Associates, a California limited partnership; and Buckingham Property Management for the Proposed Permanent Supportive Housing Project

RECOMMENDED ACTION:

- (1) Approve and authorize Behavioral Health Director to sign the Memorandum of Understanding and associated exhibits for the proposed permanent supportive housing project;
- (2) Provide any desired direction to staff.

DISCUSSION:

For the last three years, Mono County Behavioral Health (MCBH) has worked steadily toward the development of an integrated affordable housing and permanent supportive housing project in the Town of Mammoth Lakes. On January 19, 2021, the Mono County Board of Supervisors approved a letter of commitment RE: Financial Assistance (No Place Like Home Loan/Mental Health Services Act Funds) for the "Parcel Project - Phase I" to be submitted with the development partnership's four percent low-income housing tax credit application.

Another source of funding for this permanent supportive housing project will be No Place Like Home (NPLH) funds. This is a California state program that provides funding for permanent supportive housing for individuals with mental health conditions who are homeless or at risk of homelessness. The memorandum of understanding (MOU) in this item is the final County requirement for the non-competitive NPLH application.

This MOU commits MCBH to provide supportive services to the project for a period of 20 years (a requirement of the NPLH program). These services include therapy, case management, psychiatry services, and substance use counseling. These onsite supportive services are designed to help the clients living in the complex meet their goals and move toward recovery. The MOU also references two exhibits: MCBH's Supportive Services Plan and the Supportive Services Plan Worksheet, both of which are required by the NPLH program.

If NPLH funds are awarded, then the County will jointly sign the standard agreement from the California Department of Housing and Community Development with the developer. Additionally, should the project receive a tax credit award and all other funding necessary to make the project feasible, County Counsel will draft a loan agreement for the committed \$500,000 NPLH funds and the \$1,800,000 Mental Health Services Act (MHSA) funds for the Mono County Board of Supervisors to review and approve.

FISCAL IMPACT:

None at this time. This MOU commits MCBH to providing 20 years of supportive services at the proposed permanent supportive housing project with a budget of approximately \$176,500 per year in-kind to be paid for with MHSA funds and other non-General Fund revenues. These are services for which our department already has budgeted through the MHSA and this in-kind contribution of services will be provided by existing staff.

SUBMITTED BY:

Amanda Greenberg, Mono County Behavioral Health Program Manager, Contact: 760.924.1754

NO PLACE LIKE HOME MEMORANDUM OF UNDERSTANDING
(Pacific West Communities Town of Mammoth Lakes Project)

This No Place Like Home Program Memorandum of Understanding ("MOU") is entered into on _____, 2021 (the "Effective Date"), between Pacific West Communities, Inc. ("Sponsor"), Mammoth Lakes Pacific Associates, a California limited partnership ("Owner"), Mono County, acting by and through its Department of Behavioral Health ("MCBH") and Buckingham Property Management ("Property Manager"). The Sponsor, Owner, Property Manager, and MCBH are each a "Party" and collectively the "Parties" to this MOU.

RECITALS

A. Owner intends to develop, own and operate an affordable housing development on approximately 2.5 acres of land in the Town of Mammoth Lakes, California on a portion of APN 035-010-020 (the "Development").

B. Sponsor and Mono County (the "County") are applying for No Place Like Home ("NPLH") Program funds to help finance the Development (the "NPLH Application"). The County also intends to provide approximately \$1.8 Million to Owner in County controlled Mental Health Services Acts ("MHSA") funds, to help finance the Development (the "MHSA Loan"). The County and Owner intend to enter into loan documents provided by the County to evidence the MHSA Loan (the "MHSA Loan Documents").

C. If awarded NPLH funds, and as a condition to the County's loan of MHSA funds to the Owner, the Owner will provide eight (8) units for NPLH Eligible Households (the "NPLH Units") consistent with the Round 3 NPLH Guidelines (issued October 23, 2020) (the "NPLH Guidelines"). The Owner will also provide a preference to MHSA-Eligible Households until five (5) additional MHSA-Eligible Households referred to the Owner by the County occupy units in the Development (the "MHSA Units"). For clarity, the MHSA Units will be in addition to the NPLH Units. "NPLH-Eligible Households" are households that meet the definition of Target Population in the NPLH Guidelines. "MHSA-Eligible Households" are households who are eligible for assistance under the Mental Health Services Act, as amended, and the County's related program and funding.

D. This MOU is entered into by the Parties to identify certain roles and responsibilities with respect to the Development, including the operation of, tenant selection and provision of services for residents residing in the NPLH Units and MHSA Units. Attached to this MOU as Exhibit A is the current Supportive Services Plan for the Development (the "Supportive Services Plan"), which provides additional details with respect to the lease up and operation of the Development and the services to be provided at the Development. Exhibit A-1 is the NPLH Services Worksheet which will be submitted with the NPLH Application.

1. Confidentiality.

(a) Disclosure of Confidential Information. "Confidential Information" is personal protected health and other information that cannot be disclosed to other Parties

according to California and Federal Law without the express written permission of an individual. Neither Party will disclose or permit the disclosure of Confidential Information without the consent of the applicable NPLH-Eligible Household or MHSA- Eligible Household, unless such disclosure is authorized or required by law. If disclosure of Confidential Information is not authorized or required by law, the Party shall obtain written permission from the NPLH-Eligible Household prior to disclosing any Confidential Information. All intake documents for NPLH-Eligible Household and MHSA- Eligible Households will disclose in writing that a Party will disclose Confidential Information only when: (1) such disclosure is authorized or required by law; or (2) the applicable NPLH-Eligible Household or MHSA-Eligible Household member or members provides written permission to the disclosing party. The Parties shall cause their officers, employees, contractors and agents to handle Confidential Information with the utmost discretion and judgment.

(b) Written Consent for Disclosure. After admission of an NPLH-Eligible Household or MHSA Eligible Household to the Development, the Parties will work in good faith to obtain permission from NPLH-Eligible Household members, receiving supportive services from MCBH, to disclose Confidential Information if such disclosure is necessary to protect an NPLH-Eligible Household or MHSA Eligible member's housing status or if such disclosure relates to a health and safety issue. An example release is provided in Exhibit B. The Property Manager, in collaboration with the other Parties, will make good faith efforts to renew authorizations for the release of specific information during a Tenant's annual recertification.

(c) Training Regarding Confidentiality. The Parties shall cause their officers, employees, contractors and agents to handle Confidential Information with the utmost discretion and judgment. Each Party will conduct ongoing trainings and guidance for staff working on the Development related to the protection of Confidential Information pursuant to this MOU. Each Party will include confidentiality as a work performance expectation for all appropriate job classifications.

(d) HIPAA Business Associate Agreement. If requested by MCBH, Owner and Property Manager will promptly execute the County's form of HIPAA Business Associate Agreement.

(e) Applicability. The provisions of this Section 1 apply to each provision of this MOU and the activities contemplated by this MOU. The provisions of Section 1 also apply to the Supportive Services Plan and the activities contemplated by the Supportive Services Plan.

2. Marketing and Tenant Selection Process.

(a) Referrals of NPLH Eligible and MHSA Eligible Tenants. In coordination with the tenant referral system described in the Supportive Services Plan, MCBH will refer tenants to Owner and Owner will accept eligible tenants referred by MCBH for the NPLH Units and the MHSA Units. Tenants referred by MCBH will also be included in the Development's overall waiting list and applicant pool for the Development. Owner will or will cause Property Manager to notify MCBH in writing at least ninety (90) days prior to the date that Owner intends for any household to move into the Development at the time of initial lease up for development.

From and after the initial lease up of the NPLH Units and the MHSA Units, in the event Owner or Property Manager learns that an NPLH Unit is vacant or may become vacant or an MHSA Unit is available or may become available, Owner shall notify MCBH promptly in writing. In the event MCBH does not intend to provide referrals for some or any of the NPLH Units or MHSA Units, MCBH will notify Owner of such decision in writing and identify those NPLH Units or MHSA Units that Owner may lease, in a manner consistent with the Supportive Services Plan, without referrals from MCBH. In the event an applicant who has not been certified as NPLH Eligible Household or MHSA Eligible Household expresses an interest in an NPLH Unit or MHSA Units at the Development, Owner shall refer such applicant to MCBH for assistance in determining eligibility and possible referral for such unit. In the event a NPLH Unit becomes vacant, if requested by MCBH and consistent with NPLH Guidelines, Owner will reclassify a unit currently serving as an MHSA Unit as a NPLH Unit (thereby freeing an additional MHSA Unit). Subject to NPLH requirements, the Owner will provide a preference to households living and/or working in Mono County in renting up the NPLH and MHSA Units.

(b) Housing First. The Parties will follow “Housing First” principles in the marketing, application, tenant selection, and provision of supportive services for NPLH Units and MHSA Units, consistent with the core components set forth in California Welfare and Institutions Code Section 8255(b).

(c) Reasonable Accommodation For Applicants. NPLH-Eligible Households and MHSA-Eligible Households are disabled households who may be entitled to reasonable accommodations in the application and admission process. Owner shall establish and implement a procedure to respond to requests for reasonable accommodation by all applicants. Such procedure is subject to the prior review and approval of the MCBH.

(d) Certification and Application Process. MCBH will determine if an applicant for a NPLH Unit is part of the Target Population (as defined in the NPLH Guidelines) and if an applicant for an MHSA Unit is eligible for services under the Mental Health Services Act. MCBH may, and Property Manager will, assist applicants in their applications for NPLH Units or MHSA Units. Property Manager will provide MCBH will all current application materials, the form of lease, and house rules in advance of initial lease up and any and all amendments or modifications to such materials during the term of this MOU.

(e) Move-In Procedures. Owner and Property manager will establish reasonable move-in practices prior to lease up and shall notify MCBH in advance of such procedures as well as and any modifications to such procedures. MCBH may, and Property Manager will, assist the residents of the NPLH Units and MHSA Units in complying with the move-in process.

(f) Orientation. Prior to move-in and after admission of an NPLH Eligible Household or MHSA Eligible Household, Owner and Property Manager will meet with each such household to orient the household to the Development. MCBH will be invited to and may participate in the orientation. The orientation will address expectations regarding tenancy, the availability of supportive services to assist in meeting those expectations, opportunities for social engagement at the Development, house rules and rent collection requirements. If not

already received from tenant, during the orientation meeting, Owner and Property Manager will also seek from any tenant receiving services, written permission from such tenant that will allow the Owner, Property Manager, MCBH and Tenant to communicate about tenant's housing and health and safety issues that may arise during their tenancy.

(g) Communications with MCBH. Owner and Property Manager will regularly communicate with MCBH about its review of applications for the NPLH Units and MHSA Units and the move in and orientation meetings, to ensure that MCBH is able to assist each applicant for a NPLH Unit or MHSA Unit in coordinating application materials, attending any applicant interviews, and securing any needed accommodations.

(h) Spanish Translation. For applicants for NPLH Units and MHSA Units who are limited English proficient with Spanish as their primary language, Owner and Property Manager will make available representatives who speak Spanish and Spanish translated application and orientation documents.

3. Ongoing Tenancy and Operations.

(a) Services. MCBH will provide services to the residents of the NPLH Units and the MHSA Units as more specifically set forth in the Supportive Services Plan, as it may be updated from time to time by the parties upon the request of MCBH. All services provided to the NPLH Units shall be provided consistent with the NPLH Guidelines. Owner and Property Manager will also comply with and perform their respective obligations as outlined in the Supportive Services Plan.

(b) Owner Coordination. Owner will respond to complaints and concerns relating to the Development, from the Parties, NPLH-Eligible Households and MHSA-Eligible Households. Owner will answer tenant questions and concerns about implementation of Development policies and procedures. Owner will oversee the management of the Development and the strategy for effective communication and responsiveness to tenants. Owner will ensure that all on site property management staff are trained on when to contact MCBH and how to communicate information about emergencies to the Parties. Owner will also ensure that all property management staff are trained in supportive housing principles in a training identified by and paid for by MCBH.

(c) Housing First. The Parties will follow "Housing First" principles in the operation of the NPLH Units and MHSA Units, consistent with the core components set forth in California Welfare and Institutions Code Section 8255(b).

(d) Reasonable Accommodation. Owner shall establish and implement a procedure to respond to requests for reasonable accommodation by all tenants. Such procedure is subject to the prior written approval of MCBH and shall require a provision in each tenant lease or other written communications from Owner or its property manager that such tenant may be entitled to a reasonable accommodation. MCBH and Owner will communicate to help identify reasonable accommodation options.

(e) Tenancy Documents; Modification to Documents and Development. The Owner will provide copies of the security and disaster plan, house rules, management procedures and policies, and the form of lease (collectively, the "Operational Documents") to MCHB prior to initial lease up. Owner will promptly notify MCBH of any changes to the Operational Documents or other changes in the Development (including any loss of funding that could impact the operations of the Development) and provide copies of such modifications and updates to MCBH thirty (30) days prior to implementing such updates or modifications.

(f) Communication among Parties. All Parties will use diligent efforts to communicate with each other and to ensure mutual accountability in carrying out each of the separate roles and functions of each Party under this MOU and the Supportive Services Plan. The Parties will create sufficient opportunities for MCBH, Owner and Property Manager to share information and problem-solve and to support community building among tenants. Property Manager will make good faith efforts to respond to MCBH requests within twenty-four (24) hours following the request, and in no event later than seventy-two (72) hours following the request.

(g) Event Specific Communication. To promote the health and well-being of individual tenants and to prevent evictions, Owner and Property Manager will promptly notify MCBH should an event putting an NPLH or MHSA tenant's health, safety, or housing are at risk. In the event of an emergency where an NPLH-Eligible Household or MHSA-Eligible Household is a danger to him or herself or to others (5150 situation), Owner or Property Manager will contact the police and notify MCBH. Owner and Property Manager will also copy MCBH on all warning letters and all notices sent to an NPLH-Eligible Household or MHSA-Eligible household. Warning letters and notices will contain an appropriate referral for services sheet that outlines service resources (with contact information) available to the tenant. MCBH may assist the NPLH-Eligible Household or MHSA-Eligible Household in curing or resolving any lease violation. Within 72 hours of a warning letter, Property Manager and MCBH will meet with the applicable household (subject to the consent of the household). The Parties agree to work together to find resolutions that avoid eviction of NPLH-Eligible and MHSA-Eligible Tenants whenever possible. If an eviction is imminent, Owner will communicate with MCBH regarding the process of notices, responses and court dates, and if eviction is successful, regarding the lockout date.

(h) Tenant Meetings. Owner will make good faith efforts to provide not less than twenty-four (24) hours' notice by phone to MCBH if Owner intends to meet with an NPLH-Eligible MHSA- Eligible Household to discuss the Household's housing situation or to process any requests or applications or any lease violations. Owner and Property Manager will attend tenant-specific meetings (if requested by MCBH) in effort to assist tenants with maintaining their housing and to work cooperatively with tenants to meet their needs. Tenant meetings will be held on weekdays during regular business hours, except during an emergency or if the applicable tenant household is not available (in which event, weekday evening meeting times will be prioritized and weekend meetings avoided to the greatest extent practicable).

(i) Quarterly Meetings. Owner, Property Manager and MCBH will meet quarterly or more frequently if requested by a Party. Among other matters, the Parties will discuss the items listed in the Meeting Worksheet attached as Exhibit C.

(j) Spanish Translation. For NPLH-Eligible Households and MHSA-Eligible Households who are limited English proficient with Spanish as a primary language, Owner will have Spanish speaking representatives available and make Operational Documents and other notices available in Spanish. Property Manager will hire Spanish speaking staff for the resident manager and for other on-site positions.

(k) Record Keeping. Owner and Property Manager maintain records on all applicants and tenants for NPLH Units and MHSA Units and will make such records and other information pertaining to such units available to MCBH upon request.

4. Miscellaneous.

(a) Term. This MOU shall commence on the date first set forth above and shall terminate on the date that is twenty (20) years following the date of the Development's certificate of occupancy. In the event the Owner and County are not awarded NPLH funds by July 1, 2021 or if the Owner and County do not execute the MHSA Loan Agreement on or before October 1, 2021, this MOU will automatically terminate. Notwithstanding the provisions of this Section, this MOU will terminate if the Sponsor and the Town of Mammoth Lakes have not entered into a purchase option agreement or other form of site control in a form acceptable to the County related to the Development by February 10, 2021.

(b) Indemnity. Owner and Sponsor shall indemnify, defend with counsel acceptable to County and hold MCBH, the County and their respective board members, supervisors, directors, officers, employees, agents, successors and assigns (collectively, the "Indemnified Parties") harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made against the Indemnified Parties and expenses (including reasonable attorneys' fees) (collectively, the "Claims") which arise out of or in connection with this MOU and the Development, including, but not limited to, Claims arising from or relating to the NPLH Application, any NPLH Standard Agreement and related loan documents, the Supportive Services Plan, the purchase of the property for the Development and the development, construction, marketing and operation of the Development. Notwithstanding the forgoing, Owner and Sponsor will not be obligated to indemnify an Indemnified Party due to such Indemnified Party's gross negligence or willful misconduct. This obligation to indemnify survives termination of this MOU.

(c) Insurance. Owner and Property Manager will provide insurance in the amount and types set forth in Exhibit D.

(d) Dispute Resolution. In the event of any controversy or dispute related to or arising out of this MOU, a Party shall notify the other Parties in writing. Within fifteen (15) days of such notice, the Parties shall meet and confer in good faith to attempt to resolve the controversy or dispute without an adversarial proceeding. If the controversy or dispute is not

resolved to the mutual satisfaction of the Parties at the initial meeting, the Parties will meet and confer at least three (3) additional meetings within a forty-five (45) day period for a minimum of one (1) hour at each meeting prior to taking any additional action against any Party.

(e) Nondiscrimination. The Parties agree that there shall be no unlawful discrimination by any Party of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry or national origin in the operation of the Development.

(f) Severability. In the event any provision of this MOU shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality and enforceability of the remainder of this MOU.

(g) Amendments. This MOU may be amended only in writing and authorized by the designated representatives of the Parties. This MOU may be changed from time to time by the Parties in writing, and will be jointly reviewed no less than annually and modified if mutually agreed to by the Parties or if MCBH requires modifications in order to facilitate its provision of services. If the Development property manager is terminated, the property manager will be removed from this MOU and the Parties will further amend this MOU to reflect the new property manager. Modifications, amendments and changes to this MOU may be agreed to and executed by the Director of MCBH, provided that any such modifications, amendments and changes are consistent with the County Board of Supervisor's minute order dated ____ and approved by County Counsel.

(h) Notice. Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally to the principal office of the Parties as follows:

MCBH: Robin K. Roberts
Mono County Behavioral Health
PO Box 2619
Mammoth Lakes, CA 93546

With a Copy to: Mono County Counsel
PO Box 2415
Mammoth Lakes, CA 93546

Owner: Caleb Roope
Mammoth Pacific Associates, a CA LP
430 E. State Street, Ste. 100
Eagle, ID 83616
(208) 461-0022
calebr@tpchousing.com

Property Manager: Rosemary Lynch
Buckingham Property Management
601 Pollasky Avenue, Suite 201
Clovis, CA 93612
(559) 452-8250
rlynch@buckinghampm.com

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

(i) Multiple Originals. Counterpart. This MOU may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterpart.

(j) Attorneys' Fees. If any lawsuit is commenced to enforce any of the terms of this MOU, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

(k) No Third Party Beneficiaries Other than the County. There shall be no third party beneficiaries to this MOU except for the County.

(l) Non-Liability of County Officials, Employees and Agents. No member, official, employee or agent of MCBH or County shall be personally liable to Owner or Property Manager.

[Remainder of Page Intentionally Blank]

WHEREAS, this MOU has been entered into by the Parties as of the date first above written.

MONO COUNTY BEHAVIORAL HEALTH

By: _____
Robin K. Roberts, Director Date

BUCKINGHAM PROPERTY MANAGEMENT

By: _____
Rosemary Lynch, President Date

PACIFIC WEST COMMUNITIES, INC.

By: _____
Caleb Roope, President and CEO Date

MAMMOTH LAKES PACIFIC ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP,
a California limited partnership

By: TPC Holdings IX, LLC,
an Idaho limited liability company, its administrative general partner

By: Pacific West Communities, Inc.,
an Idaho corporation, its manager

By: _____
Caleb Roope, its President & CEO

ATTEST

APPROVED AS TO FORM

Clerk

Office of Mono County Counsel

APPROVED BY RISK MANAGEMENT

Risk Manager

EXHIBIT A

Supportive Services Plan



Supportive Services Plan

The Parcel - Phase I
An Affordable & Permanent Supportive Housing Project
Mammoth Lakes, California

Supportive Service Provider: Mono County Behavioral Health ("MCBH")

Developer/Sponsor: Pacific West Communities, Inc. ("Pacific")

Owner: Mammoth Lakes Pacific Associates, a California Limited Partnership

Property Manager: Buckingham Property Management

Overview

Pacific West Communities (Pacific) will serve as the developer of this project, including applying for and overseeing all necessary financing applications and financial commitments. As a partner on this project, Mono County Behavioral Health (MCBH) will be the sole behavioral health service provider for the behavioral health-related services listed below for The Parcel – Phase I, an affordable housing project with some permanent supportive housing units in the Town of Mammoth Lakes. Services will be accessed by some of Mono County’s most vulnerable citizens - those experiencing mental health conditions and homelessness or housing instability.

This development will provide eight (8) units funded through non-competitive No Place Like Home ("NPLH") funds and funds from the Mental Health Services Act (MHSA) (the "NPLH Units"). The NPLH Units will be reserved for NPLH eligible households and will be available for proactive, no-cost, on-site, case management and services as described in this Plan. The development will also provide a preference in housing MHSA-eligible households for five (5)

additional units (the "MHSA Units"). Similar to other Housing First oriented projects, this permanent supportive housing development is a place where residents' lives can be enhanced and stabilized in a safe permanent supportive housing environment which allows other vital areas of their wellbeing such as health, life skills, and job training to be addressed.

MCBH will provide supportive services for the NPLH Units with the target populations of persons with serious mental illnesses who are also Chronically Homeless, Homeless, or At-risk of Chronic Homelessness. MCBH will also provide supportive services for the MHSA Units that are occupied by MHSA-eligible households referred by the County to the Development.

MCBH will provide services for a term of no less than 20 years. All supportive services offered to the persons living in the NPLH units and MHSA Units will be offered at the housing site on a regular and ongoing basis. All services will utilize harm reduction principles and a Housing First philosophy by recognizing that a homeless person must first be able to access a decent, safe place to live that does not limit their length of stay (permanent housing) before stabilizing, improving health, reducing harmful behaviors, or increasing income.

All services and/or classes provided to the residents of the NPLH units and MHSA Units, will be provided at no charge.

The Developer and Property Manager shall provide to MCBH accommodations to provide on-site services, including a sound-proof office space with furniture, supplies, and equipment in which a provider can comfortably serve a family of four. The Developer and Property Manager will also allow the County to use the community room for individual meetings, group meeting and classes

The quantity of services MCBH shall provide are as follows, provided that the quantity may be updated from time to time as deemed reasonable by MCBH and any such update will be made consistent with applicable NPLH guidelines:

Therapy – 520 hours per year

Case Management – 1,040 hours per year

Substance Use Disorder Counseling – 520 hours per year

Psychiatry Services – 208 hours per year

Program Manager – 208 hours per year

Services are determined based upon the assessment of the specific resident needs for the NPLH units and MHSA Units.

The responsibilities conducted pursuant to the terms and conditions of this Agreement shall be performed without the payment of any monetary consideration by MCBH to Pacific West Communities, Inc, the project owner or their officers, members, partners agents and employees (collectively, the "Owner Entities"). MCBH will also not be paid for the services described above by the Owner Entities.

Elements:

Part I - Target Population Narrative, Including Eligibility Criteria:

Adults, older adults, and transitional aged youth (18+) with mental illness who are homeless, at risk of homelessness, and unstably housed are the target populations to be served in the NPLH Housing supportive units. This project will also serve families with a minor child under the age of 18 diagnosed with a serious mental illness/severe emotional disorder or families in which an adult family member is diagnosed with a serious mental illness. The project will also accommodate transition age youth. Many of these individuals experience co-occurring disorders (mental health and substance use issues) and their low-income levels prevent them from finding affordable housing. The stability of affordable, permanent housing, in conjunction with comprehensive support services, will give these individuals an opportunity to be more active, productive members of the community. The program will target persons making 30% of the county area median income (AMI) or less for the NPLH Units. All NPLH Units will be limited to households meeting the definition of the "Target Population" under the Round 3 NPLH Guidelines (2020). The MHSA Units will serve households who are eligible for services under the Mental Health Services Act, who are at or below 60% AMI.

Eligibility criteria that will be used includes: Adults age 18 and older diagnosed with serious mental illness, families with a minor child under the age of 18 diagnosed with a serious mental illness/severe emotional disorder, or an adult family member diagnosed with a serious mental illness. These individuals may also have (and will not be precluded because of) a history of substance use disorders, incarceration, in-patient hospitalizations and/or crisis contacts and who are, or recently have been precariously housed, homeless, or at risk of homelessness. Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."

Although neither an exhaustive list nor a pre-requisite for NPLH housing or MHSA housing, preference may include the following: (1) adults age 18 and older diagnosed with serious mental illness, families with a minor child under the age of 18 diagnosed with a serious mental illness/severe emotional disorder, or an adult family member diagnosed with a serious mental illness; (2) Individuals who meet criteria for and be eligible for or enrolled in Mono County Behavioral Health's (MCBH) Full Service Partnership (FSP) program; (3) adult consumers and families with a minor child or another family member eligible for/enrolled in a Mental Health Services Act (MHSA) Community Support and Services (CSS) Program; (4) adult consumers and

families who are enrolled in MCBH mental health services and not enrolled in an MHSA Program.

One venue for referring applicants will be through the Coordinated Entry System (CES), which is being implemented by the Continuum of Care (COC). The local CES uses the VI-SPDAT to determine vulnerability and service prioritization. Individuals assessed on the VI-SPDAT who have high vulnerability and live in Mono County are referred to Mono County Behavioral Health to determine eligibility for specialty mental health services. Once this is verified, individuals are eligible for application. Any alternate system that is developed in addition to the launch of the local CES will be approved by the COC. Subject to NPLH Guidelines, the project will give a preference to households who live or work in Mono County. The local CES will be operated by IMACA (Inyo Mono Advocates for Community Action). The primary staff members' names are Larry Emerson and April Powell, both of whom may be contacted at 760-873-8182.

Part II - Tenant Outreach, Engagement and Retention Strategies, Marketing, Application and Screening Standards Process, Fair Housing Practices and Reasonable Accommodation:

Only applications meeting the eligibility criteria described in previous section will be screened. MCBH will assess clientele for behavioral health needs and when applicable, staff will have the opportunity to assist clientele in completing the housing application. Once the application is complete, MCBH will assess the applicant for homelessness and at-risk of homelessness and apply the following prioritization: 1) approved for placement if housing is available; 2) approved but based on availability the applicant may be placed on a waiting list; or 3) rejected and the applicant will be informed of his/her appeal rights.

The Property Manager will provide information on application process, in addition to explaining the application process. Housing retention skills will be taught by case managers and behavioral health services coordinators. Fair Housing Practices and Reasonable Accommodation will be adhered to by MCBH, Owner and the Property Manager.

All new tenants will go through an orientation process and receive informing materials regarding "housing rules and expectations, to include how to be good neighbors." Additionally, tenants will be informed at the time of residency of supportive services that will be made available to them in addition to the services they are receiving through their treatment plan. While a tenant's participation in services is not a condition of occupancy in the NPLH Housing, tenants will be encouraged to take part in activities that are considered essential in helping them attain their personal goals.

MCBH staff will provide outreach services, to engage tenants who might decline to participate in the services program. MCBH will use case management workers to develop relationships and engage non-participating tenants in supportive services. Additionally, community meetings for NPLH Housing tenants will be held to allow the tenants to provide input into the type of supportive services being offered. Please see the supportive services worksheet for further detail and timelines on outreach, engagement, and retention strategies.

Part III - Services Listed by Provider:

Depending on the nature of the service, and subject to adjustments made by the County (provided that any adjustments relating to the NPLH units will be subject to the NPLH Guidelines, services it will be offered Monday - Friday, 8 A.M. to 5 P.M., offsite with at least 16 hours of services onsite in MCBH's supportive services space each week.

- Mental Health Therapy – Onsite 0.25 FTE: MCBH staff
- Case Management & Peer Support Activities – Onsite .5 FTE: MCBH staff (referrals for medical, dental, etc. will be to a partner agency such as Mammoth Hospital)
- Substance Use Disorder Counseling – Onsite .50 FTE: MCBH staff
- Psychiatry Services – Onsite .1 FTE: Provided via telemedicine by North American Mental Health Services (NAMHS), overseen by MCBH staff

Services to be Provided by MCBH:

1. Mental Health Therapy – Onsite 0.25 FTE (520 hours per year)

An onsite Mental Health Therapist (Psychiatric Specialist) will provide mental health care, including assessments, crisis counseling, individual and group therapy and assist in overseeing peer support groups. Therapist will make referrals to psychiatry services and substance use disorder counseling on an as needed basis. This position will also work with individual facing co-occurring mental and physical disabilities and co-occurring mental and substance use disorders.

2. Case Management & Peer Support Activities – Onsite .5 FTE (1,040 hours per year)

An onsite Case Manager or Behavioral Health Services Coordinator will provide case management and support in linking to physical health care, including access to routine and preventative health and dental care, medication management, and wellness services.

This position will also provide case management and benefits counseling and advocacy, including assistance in accessing SSI/SSP, enrolling in Medi-Cal and counseling in other appropriate areas of living. Additionally, this position will provide basic housing retention skills, including assisting with daily living needs, such as unit maintenance and upkeep, cooking, laundry, and money management.

Finally, it is important to note that while MCBH does not presently have any peer support specialist positions, the department is hoping to hire at least one within the next 18 months. That said, half of the department's Case Managers and Behavioral Health Services Coordinators have lived experience and offer support and host wellness activities as peers. These wellness activities include recreational and social activities. Therefore, this position also fulfills MCBH's requirement to provide peer support activities.

3. Substance Use Disorder Counseling – Onsite .50 FTE (1,040 hours per year)

On-site Substance Use Disorder (SUD) counselor will provide case management and SUD counseling, including treatment and relapse prevention. Peer support groups will also be available offsite and accessible through free, local bus system.

4. Psychiatry Services – Onsite .1 FTE (508 hours per year)

On-site access to MCBH psychiatry services will provide medication management and treatment plan support. Please note that at this time all psychiatry services at MCBH are operated virtually/via telemedicine.

5. Program Manager – Offsite .1 FTE (508 hours per year)

Program Manager will be responsible for ensuring trainings are scheduled, data is collected, and other elements of this supportive services plan are implemented.

Each of these positions will serve all members of the target population, including individuals of all ages with SMI/SED. Services will be provided at no cost to the individual. When the onsite office is not staffed, clients may use free, local transportation (as discussed later in this plan) to receive services at MCBH's main office at the Mono County Civic Center located at 1290 Tavern Road, Mammoth Lakes, CA 93546.

Additional Services MCBH May Provide:

1. Services for persons with co-occurring mental and physical disabilities or co-occurring mental and substance use disorders:

Tenants in need of co-occurring mental health and substance use care will receive coordinated services from the on-site therapist and substance use counselor, as well as psychiatry services if needed. Individuals with co-occurring mental and physical health disabilities will receive those services listed above along with brokerage, referral, support and transportation to physical health appointments.

2. Recreational and Social Activities

Tenants may receive recreational and social activities on-site through intermittent planned activities, or they may access additional recreational activities at MCBH's Sierra Wellness Center, approximately .55 miles away.

3. Educational Services

Educational services are provided through the Mono County Office of Education Adult Education Program at the Mono County Free Library in Mammoth Lakes.

4. Employment Services

Employment services are provided through the Mono County Department of Social Services at the Mono County Civic Center in Mammoth Lakes (.45 miles away)

5. Obtaining Access to Other Needed Services, such as Civil Legal Services or access to food & clothing

The behavioral health services coordinators and/or case manager will aid tenants in obtaining other needed services.

Target population residents willing to engage in supportive services programming will receive adult education, health and wellness and/or skill building classes, either on-site or off-site. Transportation to offsite services will be available through the free, local bus service and can be arranged or provided to residents on an as-needed basis by the case manager or behavioral health services coordinator.

Part IV - Transportation: Walking Distance to Bus

For services provided offsite, the Town of Mammoth Lakes has planned to place a new bus stop right outside this complex, meaning that residents will have less than a .1 mile walk to the bus stop. Services offered offsite by MCBH are located at the Mono County Civic Center (1290 Tavern Road, Mammoth Lakes) or at the Sierra Wellness Center (181 Sierra Manor Road #4, Mammoth Lakes). The Civic Center has a bus stop at the nearest cross street (less than .1 miles away) at the corner of Tavern Road and Sierra Park Road. The Sierra Wellness Center also has a bus stop at the nearest cross street (less than .1 miles away) at the corner of Sierra Manor Road and Sierra Nevada Road. Additionally, the Mono County Civic Center is approximately .45 miles away from the planned development. The bus system in Mammoth Lakes is free and buses typically run approximately every 30 minutes.

Part V - Culturally and Linguistically Competent:

In accordance with MCBH's Cultural and Linguistic Competency Plan, MCBH employs several bicultural and bilingual (Spanish) providers who serve as therapists, case managers, and behavioral health services coordinators for non-English speaking consumers. Additionally, all of MCBH's front office staff are bilingual. Clients are asked upon intake for their preferred language and are matched with a provider who speaks their preferred language. Like all MCBH staff, staff assigned to this project will have received cultural competence training, which will allow them to provide services in a manner that is culturally and linguistically competent for persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions. Mono County has one threshold language (Spanish) and MCBH prioritizes pairing Spanish speaking clients with bilingual Spanish speakers. Where needed, individuals may use

the language line/communication barriers will be resolved through current existing protocols for accessing interpreters and providing linguistically competent services.

In order to ensure effective communication between MCBH and the Property Manager, the Program Manager will schedule quarterly meetings (or more often as needed), to discuss new applicants and any concerns regarding current tenants. Owner will attend such meetings if requested by MCBH. MCBH, Owner, and Property Manager will work as a unified team to help tenants reach their goals. Cases will be reviewed to ensure that the individual's care plan includes all needed support services that will enable the individual to successfully maintain their housing. Harm reduction principles will be applied and staff will understand these principles as a path by which tenants seek healthier alternatives to problematic behaviors without the need to enforce punishment for non-abstinence. When appropriate, tenant will be invited to attend a "problem resolution conference" with MCBH and Property Manager to prevent eviction.

Finally, Property Manager, County and Owner staff will receive training on communication barriers related to sensory disabilities; communication protocols between the service providers, the Property Manager, and tenants will be developed once staff have received the trainings outlined in Section 2: Service Delivery of MCBH's Supportive Services Plan Worksheet. All of MCBH's services accommodate trauma-based barriers to services; this will continue to be the case with this housing project.

Part VI – Budget The budget below will be updated from time to time by MCBH, provided that any such update shall be consistent with the Round 3 NPLH Guidelines (2020).

Based on FY 20/21 Salary Information & Staffing Levels			
	FTE	Salary and Benefits	Contribution Type
Psychiatric Specialist	.25	\$15,535.50	In-Kind
Case Manager/BH Services Coordinator	.5	\$31,071.00	In-Kind
Substance Use Disorder Counselor	.25	\$15,535.50	In-Kind
Psychiatry Services	.1	\$56,160.00	In-Kind
Program Manager	.1	\$8,357.40	In-Kind
Fringe Benefits		\$42,299.64	In-Kind
Total Staff Expenses		\$168,959.04	In-Kind
Tenant Transportation		\$500.00	In-Kind
Equipment		\$1,500.00	In-Kind
Supplies		\$1,500.00	In-Kind
Travel		\$1,500.00	In-Kind
Training		\$2,500.00	In-Kind
Total Expenses		\$176,459.04	In-Kind

Part VII - Collaboration of Supportive Services and Property Management Staff, Eviction Prevention Protocols:

The project is committed to requirements of Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974) , Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Fair Housing Amendments of 1988, and legislation which may subsequently be enacted protecting the individual rights of residents, applicants, or staff. Prior to any final decision regarding occupancy being made, the Property Manager and client's case manager or behavioral health services coordinator will meet with the applicant to describe the housing available, discuss expectations of residents, and review the lease agreement and house rules. At this time the applicant's need for reasonable accommodation will be assessed and documented.

MCBH staff may provide the Property Manager completed applications, along with a signed release of information by the candidates for consideration of placement (subject to approval by the applicant). A staff meeting between the Property Manager and tenant will occur prior to occupancy to discuss and plan for identified supportive services and housing needs, and an MCBH representative may attend such meeting. At such meeting, the Property Manager will also provide an orientation of house rules, orientation and the availability of services described in this Plan.

Onsite MCBH staff will be able to assist in addressing immediate matters. Each tenant will have an assigned clinician and case manager who will meet with the tenant on an as needed basis to provide identified and individualized services. MCBH, Buckingham Property Management, and Pacific West Communities, Inc. have entered into a memorandum of understanding (MOU) that identifies Pacific West Communities, Inc. as the developer, MCBH as being the supportive service provider, and Buckingham as the property manager and specifies the roles of each entity for the MHSA housing project. As mentioned above, MCBH and the Property Manager will meet as needed (and at least quarterly) to discuss new applicants and current tenants for NPLH Units or MHSA Units. Any housing or tenant problems will be resolved jointly at these team meetings.

It is the policy of MCBH for engagement to begin with an orientation to services. During the orientation period, mental health providers describe available services and create a welcoming and supportive environment which forms the basis of the therapeutic relationship. Service providers will engage residents of NPLH Housing through the provision of consistent, pro-active contacts. Participation in services is encouraged but is not a condition to maintain residency in NPLH Housing. Furthermore, all MCBH and property management staff will receive training in harm reduction principles and the Program Manager will ensure that the project is in compliance with these principles.

For residents who are enrolled in an MHSA or other mental health program but who are not enrolled in a Full Service Partnership (FSP), services include pro-active and regular contacts with onsite MCBH staff to ensure that housing is maintained, and pro-active regular contacts with the Property Manager to ensure that the tenant-landlord relationship is going well. Additional services provided are tailored to the needs of the resident.

Part VIII - Communication Protocols:

MCBH and the Property Manager will meet at least quarterly or as needed to discuss clients and client progress, review issues and discuss on-going challenges as a proactive strategy to remain supportive to our clients and their success in MHSA housing. Owner will attend such meetings when requested by MCBH. MCBH, Owner, and Property Manager will work as a unified team to help tenants reach their goals. Cases will be reviewed to ensure that the individual's care plan includes all needed support services that will enable the individual to successfully maintain their housing. Harm reduction principles will be applied and staff will understand these principles as a path by which tenants seek healthier alternatives to problematic behaviors without the need to enforce punishment for non-abstinence. When appropriate, tenant will be invited to attend a "problem resolution conference" with MCBH and property management staff to prevent eviction. All communication will be subject to applicable confidentiality laws and obligations and the parties will work in good faith to obtain consents from tenants to allow communication between the County and Owner/Property Manager.

Part IX - Project Physical Design NPLH Integration:

This permanent housing project is being designed to allow for full integration of its tenants. There is communal space for cooking, classes, and other wellness-oriented activities. Additionally, MCBH will have access to an onsite supportive services office which will be large enough to serve a family of four and the project's community room. These communal spaces will be designed to create a warm and welcoming environment that will promote tenant engagement and enhance onsite supportive services. All furnishings, equipment, and fixtures chosen will be considered for their sustainability.

In terms of safety and security, the building and site will be oriented to provide limited and controlled ingress and egress, but still maintain a residential setting. Security cameras will be installed, as well as sufficient exterior and interior lighting. Local emergency contacts will be prominently posted in the Supportive Services office space as well as in the resident hallways. Policies regarding fire/safety drills will identify disaster evacuation location and routes. Fire drills are to be conducted semi-annually.

Part X – Other Information Needed to Evaluate Supportive Services:

MCBH, the Owner, and the Property Manager will ensure that this plan is reviewed and updated once the project has received all funding necessary and the developer receives all approvals necessary to begin construction. At that time, the Program Manager will create a work plan for all elements of this supportive services plan. Additionally, MCBH and the Property Manager will track the length of stay of all individuals in NPLH units and track outcomes for those engaged in services. Please also see the relevant Memorandum of Understanding between Mono County Behavioral Health and Pacific West Communities, Inc., as well as the Supportive Services Plan Worksheet.

IN WITNESS WHEREOF, the parties have executed this Supportive Services Plan as of the dates of their signatures.

MONO COUNTY BEHAVIORAL HEALTH

By: _____
Robin K. Roberts, Director

_____ Date

BUCKINGHAM PROPERTY MANAGEMENT

By: _____
Rosemary Lynch, President

_____ Date

PACIFIC WEST COMMUNITIES, INC.

By: _____
Caleb Roope, President and CEO

_____ Date

MAMMOTH LAKE PACIFIC ASSOCIATES, a California limited partnership

By: TPC Holdings IX, LLC, an Idaho limited liability company
Its: General Partner

By: Pacific West Communities, Inc., an Idaho corporation
Its: Manager

By: _____
Caleb Roope, its President & CEO

Exhibit A-1
NPLH Worksheet

Supportive Services Plan (SSP) §203

Rev. 10/23/20

Instructions: All Projects that include Supportive Housing units must complete a Supportive Services Plan for the NPLH units. The checklist below shall serve as a guide to ensure that the Supportive Services Plan is complete.

Part I.	Tenant Selection Narrative
	Section 1: Tenant Selection Criteria
Part II.	Lead Service Provider (LSP) Detail
	Section 1: Lead Service Provider (LSP)
	Section 2: Best Practices in Service Delivery
Part III.	Supportive Services Detail
	Section 1: Supportive Services Chart
	Section 2: Supportive Services Coordination
	Section 3: Verification from Appropriate Public or Non-Profit Funding Agency
Part IV.	Tenant Safety and Engagement
	Section 1: Tenant Engagement
	Section 2: Safety and Security
Part V.	Staffing
	Section 1: Staffing Chart
	Section 2: Staffing Ratios
Part VI.	Supportive Services Budget
	Section 1: Supportive Services Budget Table & Cost Per Unit Table
	Section 2: Budget Narrative and Funding Commitments
	Section 3: Service Funding History Table
Part VII.	Part VII. Property Management Plans, Tenant Selection, and Reporting
	Section 1: Property Management Plans and Tenant Selection
	Section 2: Reporting Requirements Certification

Part I. Tenant Selection Narrative

This section asks for a detailed description of the tenant selection process. Using the titled sections below, the narrative should be as specific as possible, delineating the roles of property management and the Lead Service Provider and how these functions will be coordinated. Your description should clearly and conclusively document processes to ensure NPLH tenant households occupy NPLH Assisted Units following tenant selection and Housing First Practices.

Section 1: Tenant Selection Criteria

1. Target Tenant Population and Eligibility Criteria

a. Do you use Housing First Practices? Yes

b. Describe the criteria that will be used to ensure that tenants are eligible to occupy the NPLH Assisted Units.

Eligibility criteria that will be used includes: Adults age 18 and older diagnosed with serious mental illness, families with a minor child under the age of 18 diagnosed with a serious mental illness/severe emotional disorder, or an adult family member diagnosed with a serious mental illness. The project will also accommodate transition age youth. These individuals may also have a history of substance use disorders, incarceration, in-patient hospitalizations and/or crisis contacts and who are, or recently have been precariously housed, homeless, or at risk of homelessness. The program will target individuals who make 30% of the county area median income (AMI) or less.

c. Description of the Target Population to be served, and identification of any additional subpopulation target or occupancy preference for the NPLH Project that the Applicant wishes to undertake beyond what is permitted under the Target Population requirements. **NOTE: Any additional subpopulation targeting or occupying preference for an NPLH Project must be approved by the Department prior to construction loan closing and must be consistent with federal and state fair housing requirements.**

Adults, older adults, and transitional aged youth (18+) with mental illness who are homeless, at risk of homelessness, and unstably housed are the target populations to be served in the NPLH Housing supportive units. This project will also serve families with a minor child under the age of 18 diagnosed with a serious mental illness/severe emotional disorder or families in which an adult family member is diagnosed with a serious mental illness. The project will also accommodate transition age youth. Many of these individuals experience co-occurring disorders (mental health and substance use issues) and their low-income levels prevent them from finding affordable housing. The stability of affordable, permanent housing, in conjunction with comprehensive support services, will give these individuals an opportunity to be more active, productive members of the community. This description is intended to be

d. If not stated in question (b) in this section, describe the criteria relating to the applicant's income eligibility, and eligibility as a member of the Target Population as defined under Section 101 of the NPLH Guidelines.

This program will target persons making 30% of the county area median income or less. They may also include persons with co-occurring mental and physical disabilities or co-occurring mental and substance use disorders. This description is intended to be consistent with and not limit the Target Population that is eligible to reside in NPLH units under the NPLH Guidelines.

e. Describe any additional eligibility criteria other than those indicated above, i.e., information needed to determine if Applicant can comply with lease terms. **NOTE: Selection criteria designed to assess anything other than the ability to comply with lease terms generally run afoul of fair housing laws designed to protect equal access to housing for people with disabilities. See Between the Lines, A Question and Answer Guide on Legal Issues in Supportive Housing Chapter 4.**

None.

f. Identify all disclosures that will be provided to applicants/tenants. Example: Megan's Law disclosures.

Disclosures include Violence Against Women Act, Americans with Disabilities Act, Criminal Background/State Lifetime Offender Registration, Mono County Behavioral Health welcome packet and patients' rights information, and where applicable Section 8 Grievance Procedures and Section 8 PBV Tenancy Addendum.

2. Marketing/Outreach: The following addresses use of the Coordinated Entry System for all NPLH referrals or an alternate comparable system for those At Risk of Chronic Homelessness. Note that use of standard waiting lists is prohibited, in that both of these systems must prioritize referrals based on highest acuity needs, rather than first-come first served.

a. Describe how the local CES will be used to fill NPLH-assisted units based on the use of a standardized assessment tool which prioritizes those with the highest need for PSH and the most barriers to housing retention. Include the CES agency's name, primary staff person's name, and contact information. If the local CES is not yet operational, describe the plan to use it when it is established.

One venue for referring applicants will be through the Coordinated Entry System (CES), which is being implemented by the Continuum of Care (COC). The local CES uses the VI-SPDAT to determine vulnerability and service prioritization. Individuals assessed on the VI-SPDAT who have high vulnerability and live in Mono County are referred to Mono County Behavioral Health to determine eligibility for specialty mental health services. Once this is verified, individuals are eligible for application. Any alternate system that is developed in addition to the launch of the local CES will be approved by the COC. Subject to NPLH Guidelines, the project will give a preference to households who live or work in Mono County. The local CES will be operated by IMACA (Inyo Mono Advocates for Community Action). The primary staff members' names are Larry Emerson and April Powell, both of whom may be contacted at 760-873-8182.

b. If a separate alternate system must be used to refer persons At-Risk of Chronic Homelessness, a minimum of 40 percent of the NPLH Assisted Units must be reserved for persons who qualify as Chronically Homeless and a maximum of 30 percent of the NPLH Assisted Units may be reserved for persons who are At-Risk of Chronic Homelessness. All referrals must be based on a prioritization of those with the highest need for Permanent Supportive Housing, and the most barriers to housing retention (provide description of system below).

Not applicable.

3. Housing First Characteristics

a. Please confirm compliance by checking all of the characteristics that apply to the NPLH units in the Project:

Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes	Yes
Tenant has his/her own room or apt. and is individually responsible for selecting a roommate in any shared tenancy	Yes
Tenant may stay as long as he/she pays his or her share of rent and complies with the terms of his/her lease	Yes
Unit is subject to applicable state and federal landlord tenant laws	Yes
Participation in services or program compliance is not a condition of permanent housing tenancy	Yes
Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services	Yes
Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness"	Yes
Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals?	Yes
The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction?	Yes
In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents	Yes
Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling	Yes
Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses	Yes
The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants	Yes

Part II. Lead Service Provider (LSP) Detail

Describe the criteria that will be used to ensure that applicants are eligible to occupy the NPLH Assisted Units. How will credit, rental, criminal history, and substance use be used to determine eligibility for NPLH Assisted Units?

Eligibility criteria that will be used includes: Adults age 18 and older diagnosed with serious mental illness, families with a minor child under the age of 18 diagnosed with a serious mental illness/severe emotional disorder, or an adult family member diagnosed with a serious mental illness. This project will also accommodate transition age youth. These individuals may also have (and will not be precluded because of) a history of substance use disorders, incarceration, in-patient hospitalizations and/or crisis contacts and who are, or recently have been precariously housed, homeless, or at risk of homelessness. Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."

Describe any known conflicts and/or the mitigation strategy for when Public Housing Authority (PHA) requirements conflict with Housing First practices, as applicable.

No known conflicts at this time, as this project is not currently planning to use any project based vouchers.

If your tenants may include minor children and/or adult dependents of NPLH Tenants, describe any additional criteria that will be used to ensure applicants are eligible to occupy the NPLH Assisted Units.

Total household income must meet the requirements of the project and the household must meet the definition of the Target Population.

Describe the criteria relating to the applicant's NPLH status, income eligibility, Homelessness status (Chronically Homeless, Homeless, or At-Risk of Chronic Homelessness), and disability.

Eligibility criteria that will be used includes: Adults age 18 and older diagnosed with serious mental illness, families with a minor child under the age of 18 diagnosed with a serious mental illness/severe emotional disorder, or an adult family member diagnosed with a serious mental illness. These individuals may also have a history of substance use disorders, incarceration, in-patient hospitalizations and/or crisis contacts and who are, or recently have been precariously housed, homeless, or at risk of homelessness. The project will target individuals who makes 30% of the county area median income or less. All households will meet the definition of the Target Population.

Describe any additional eligibility criteria other than those indicated above, i.e., information needed to determine if applicant can comply with lease terms. **Note:** Selection criteria designed to assess anything other than the ability to comply with lease terms generally run afoul of fair housing laws designed to protect equal access to housing for people with disabilities.

Not applicable.

Supportive Services Plan (SSP) §203

Rev. 10/23/20

Disclosures include Violence Against Women Act, Americans with Disabilities, Criminal Background/State Lifetime Offender Registration, Mono County Behavioral Health welcome packet and patients' rights information, and where applicable Section 8 Grievance Procedures and Section 8 PBV Tenancy Addendum.

How you will use the local Coordinated Entry System for selecting tenants? If the local Coordinated Entry System is not yet operational, describe your plan to use it for tenant selection when it is established. In your response, include the name and contact information for your system contact person.

One venue for referring applicants will be through the Coordinated Entry System (CES), which is being implemented by the Continuum of Care (COC). The local CES uses the VI-SPDAT to determine vulnerability and service prioritization. Individuals assessed on the VI-SPDAT who have high vulnerability and live in Mono County are referred to Mono County Behavioral Health to determine eligibility for specialty mental health services. Once this is verified, individuals are eligible for application. Any alternate system that is developed in addition to the launch of the local CES will be approved by the COC. Subject to NPLH Guidelines, the project will give a preference to households who live or work in Mono County. The local CES will be operated by IMACA (Inyo Mono Advocates for Community Action). The primary staff members' names are Larry Emerson and April Powell, both of whom may be contacted at 760-873-8182.

Describe the criteria that will be used to ensure families will remain housed in the event that the qualifying NPLH Tenant should exit the unit. Address any conflicts with federal regulations or policies that could result in the family's removal and detail how this conflict will be mitigated.

Should a qualifying NPLH Tenant exit the unit, MCBH will work with the Property Manager and the Owner to reclassify the unit if the qualifying tenant's exit is permanent or help the house

Section 1: LSP

The County or other LSP is the entity that has overall responsibility for the provision of supportive services & implementation of the Supportive Services Plan. The County or other LSP provides comprehensive case management services (individualized services planning & the provision of connections to mental health, substance use, employment, health, housing retention) and may also coordinate with other agencies that do so.

1. County/LSP Name: Mono County (Mono County Behavioral Health)

Relationship to Applicant: Memorandum of Understanding

How long has the County/LSP been providing services to homeless: 25+ Years 0 Months
 How many Projects have the Applicant and LSP completed together? (Provide list of completed Projects when submitting) Only this one

2. List any additional agencies that will be providing comprehensive case management services to residents. Describe population(s) they will serve and how their services will be coordinated by the LSP.

Agency Name	Populations the Agency will serve
N/A	

Describe how services will be coordinated.
 Mono County Behavioral Health (MCBH) will be the only agency providing comprehensive case management services to residents.

Agency Name	Populations the Agency will serve
N/A	

Describe how services will be coordinated.
 N/A

Agency Name	Populations the Agency will serve
N/A	

Describe how services will be coordinated.
 N/A

Section 2: Service Delivery

1. Fully describe in the yellow cells below for each question how the best practices may be utilized in the service delivery model. Include a description of policies. For the clinical interventions in this section, include a description of how the intervention is used and describe training. **NOTE: Do not include definitions of these practices.**

Benefits counseling and advocacy, including assistance in accessing SSI/SSP, enrolling in Medi-Cal, outreach, access, and recovery: Staff trained prior to lease up? Yes

An on-site case manager and mental health therapist will aid individuals in acquiring, maintaining and managing benefits to which they are entitled, including assistance in accessing SSI/SSP and enrolling in Medi-Cal, as well as counseling in other appropriate areas of living. Staff are currently trained by Mono County Department of Social Services in providing these services and will receive ongoing training. Additionally, staff provide these services to chronically mentally ill clients in our service system.

Critical Time Intervention: Staff trained prior to lease up? Yes

Currently, no staff are trained in this practice. With approved funding, staff will be trained in the CTI model, which will aid clients in their transitions from hospital care and other facilities to ensure mental and physical health stability with placement at the proposed facility. Training will occur upon approval or receipt of funds and prior to placement of clients. Property Manager may be asked to receive this training.

Trauma-Informed Care: Staff trained prior to lease up? Yes

Currently several staff members are trained in Trauma Informed Care through local organizations such as the Mono County Office of Education. On-site staff members will receive training in Trauma Informed Care prior to placement of clients and will receive ongoing training in this area.

Motivational Interviewing: Staff trained prior to lease up? Yes

Many MCBH staff members are trained in motivational interviewing. Staff assigned to the proposed housing facility will receive this training upon approval or receipt of funding and prior to placement of clients.

Voluntary Moving-on strategies: Staff trained prior to lease up? Yes

Supportive Services Plan (SSP) §203

Rev. 10/23/20

Current staff members do not have training in Voluntary Moving-on Strategies. Staff assigned to the proposed housing facility will receive this training upon approval or receipt of funding and prior to placement of clients.	
Safety and security of staff and residents: Staff trained prior to lease up? Staff and residents will receive training related to safe living practices upon approval or receipt of funding and prior to placement of clients.	Yes
Peer Support (include length of time Peer Support program used, if applicable): Staff trained prior to lease up? MCBH does not presently have any peer support staff, but with recent legislation is hoping to hire at least one peer in the next 18 months. Most of MCBH's case managers and services coordinators have lived experience as well and fulfill some roles as peer support staff. Peers, case managers, and behavioral health services coordinators assigned to this project will offer one-to-one support, lead peer-support groups, assist with intake paperwork, plan and create program activities, facilitate group outings, perform life skill and job coaching and provide information about available community resources. These services will be available both on-site and off-site. Peers will receive training related to housing first approaches, harm reduction, and homelessness prior to lease up.	Yes
Case conferencing: MCBH staff currently facilitate case conferences in a variety of contexts, including homeless services. Staff will receive additional support, guidance and training about special considerations with the homeless population upon approval or receipt of funding and prior to client placement. Property Manager may be asked to receive this training.	Yes
Communicating the Applicant's and LSP's program philosophy, values, and principles: Staff trained prior to lease up? MCBH will communicate its program philosophies, values and principles to staff and service recipients. Housing first principles will be emphasized. Staff will receive additional support and guidance upon approval or receipt of funding and prior to client placement.	Yes
Rent by residents during periods of hospitalization: Staff trained prior to lease up? Prior to placement of clients, onsite staff members will receive training on how to assist clients who may experience issues with covering rent during periods of hospitalization. This will include training on how to coordinate care with hospital staff during periods of hospitalization.	Yes
Resident Privacy and Confidentiality: Staff trained prior to lease up? MCBH staff are trained in privacy laws relating to behavioral health care. Staff understand that discrete communication to only those who have a need to know is necessary to protect confidentiality and privacy. Staff receive this training upon hire and renew their confidentiality agreements annually thereafter. Property Manager will be required to take a HIPAA training. MCBH communication with the Owner and Property Manager will comply with confidentiality standards and practices and MCBH will work with the households to obtain any consents needed to facilitate cross communication.	Yes
How the supportive services staff and property management staff will work together to prevent evictions, to adopt and ensure compliance with harm reduction principles, and to facilitate the implementation of reasonable accommodation policies from rent-up to ongoing operations of the Project: Staff trained prior to lease up? In order to ensure effective communication between MCBH and the Property Manager, the Program Manager will schedule quarterly meetings (or more often as needed), to discuss new applicants and any concerns regarding current tenants. Owner will attend such meetings if requested by MCBH. MCBH, Owner, and Property Manager will work as a unified team to help tenants reach their goals. Cases will be reviewed to ensure that the individual's care plan includes all needed support services that will enable the individual to successfully maintain their housing. Harm reduction principles will be applied and staff will understand these principles as a path by which tenants seek healthier alternatives to problematic behaviors without the need to enforce punishment for non-abstinence. When appropriate, tenant will be invited to attend a "problem resolution conference" with MCBH and Property Manager to prevent	Yes
General service provider and property manager communication protocols: Staff trained prior to lease up? MCBH and the property manager will confer on a regular basis (quarterly, or more often as needed) to review and establish protocols and manage problematic issues related to tenant acceptance, discharge, rules, safety, programming and other items as deemed necessary.	Yes
Making Applicants aware of the reasonable accommodations procedure: Staff trained prior to lease up? Property Manager will receive training on how to identify and appropriately respond to applicants needs with regard to requesting reasonable accommodations. As part of the resident intake process, residents will be provided with education and information about their rights under ADA, including reasonable accommodations and how to request accommodations.	Yes
Receiving and resolving tenant grievances: Staff trained prior to lease up? MCBH staff will 1) follow grievance procedures consistent for individuals receiving specialty mental health services (staff receive this training upon hire) and 2) consult with and receive training to determine appropriate resolution to tenant grievances not having to do with specialty mental health care. Property Manager may be required to receive this training.	Yes

Supportive Services Plan (SSP) §203

Rev. 10/23/20

Appropriate responses to tenant crisis: Staff trained prior to lease up?	Yes
Staff assigned to the project will include members of MCBH's crisis team. These individuals routinely respond to crisis situations having to do with mental health and/or substance use disorders. Staff will receive additional training upon approval or receipt of funding and prior to client placement. Property Manager will be required to receive training in tenant crisis response and de-escalation.	
Retention of tenants regardless of use of substances: Staff trained prior to lease up?	Yes
Staff assigned to this project will adhere to principles of the Housing First philosophy and harm reduction, which includes continuous engagement of those who use substances, and avoids punishment (up to and including eviction) for use of substances. Staff will receive training related to Housing First principles and Harm Reduction principles upon approval or receipt of funding. Property Manager will be required to complete Harm Reduction training.	
Cultural and linguistical competency for persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions: Staff trained prior to lease up?	Yes
MCBH staff receive cultural and linguistic competence training on a regular basis to include persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions.	

Part III. Supportive Services Detail

Section 1: Supportive Services Chart

Required Services: List and describe all services under Section 203(c) of the NPLH Guidelines required to be offered to tenants of the NPLH Assisted Units. The chart must include each of the services listed. Attach the agreement for each of the services listed.

Resident Service	Service Description	Hours	Service Provider(s)	Relationship to Applicant	Agreement	Off-site Service Location
List each service separately	Describe service, including the frequency and degree to which services are provided.	Provide the hours of availability	Provider's Name	Applicant, separate division of Applicant's organization, or a Project Partner	If service will be provided by a non-Applicant entity, indicate type of agreement under which service will be provided.	If service is on-site, leave blank. Enter distance, in miles, to off-site service and list resident commuting options. Reasonable access is access that does not require walking more than one-half mile.
Case management with individual service plans	Case management services to include brokering and linking to physical health care, including access to preventative dental and health care and wellness management. Benefits management and counseling and advocacy including assistance in acquiring SSI/SSP, Medi-Cal, etc. MCBH case managers also utilize treatment plans and the Personal Recovery Plan, which is designed to help clients make movement toward case management goals.	To be available 5 days/week, with at least 2 days on-site.	MCBH	Project Partner	MOU	For all services below, MCBH plans to have a staff member on-site at least two days/week with more availability to be added as needed. The department's off-site office is .45 miles away or a short free bus ride with a new stop planned outside the complex and a stop in front of MCBH main
Peer support activities	As described above, MCBH presently offers peer support through its case managers and BH services Coordinators; these staff offer one-on-one support, lead peer-support groups, assist with intake paperwork, plan and create program activities, facilitate group outings, coach life and job skills and provide information	To be available 5 days/week, with at least 2 days on-site.	MCBH	Project Partner	MOU	
Mental health care	Provide assessments, crisis counseling, individual therapy, medication management, and treatment plan support.	To be available 5 days/week, with at least 2 days on-site.	MCBH	Project Partner	MOU	See above
Substance use services	Provide case management and substance use counseling, including relapse prevention.	To be available 5 days/week, with at least 1 day on-site.	MCBH	Project Partner	MOU	See above
Support in Linking to Physical Health Care	Case management services to include brokering and linking to physical health care, including access to preventative dental and health care and wellness management.	To be available 5 days/week, with at least 2 days on-site.	MCBH	Project Partner	MOU	See above

Supportive Services Plan (SSP) §203

Rev. 10/23/20

Benefits counseling and advocacy	Case management services to include counseling and advocacy including assistance in acquiring SSI/SSP, Medi-Cal, etc.	To be available 5 days/week, with at least 2 days on-site.	MCBH	Project Partner	MOU	See above
Basic housing retention skills	BH services coordinators and case managers will offer housing retention skills and strategies to tenants.	To be available 5 days/week, with at least 2 days on-site.	MCBH	Project Partner	MOU	See above

Encouraged Services: List and describe all services under Section 203(d) of the NPLH Guidelines encouraged to be offered to tenants of the NPLH Assisted Units. If multiple services will be provided in the service categories provided below, attach any additional description. Empty spaces are available at the bottom of the table for the applicant to describe services not listed. Attach the agreement for each of the services listed.

Resident Service	Service Description	Hours	Service Provider(s)	Relationship to Applicant	Agreement	Off-site Service Location
List each service separately	Describe service, including the frequency and degree to which services are provided.	Provide the hours of availability	Provider's Name	Applicant, separate division of Applicant's organization, or a Project Partner	If service will be provided by a non-Applicant entity, indicate type of agreement under which service will be provided.	If service is on-site, leave blank. Enter distance, in miles, to off-site service and list resident commuting options. Reasonable access is access that does not require walking more than one-half mile.
Services for persons with co-occurring mental and physical disabilities or co-occurring mental and substance use disorders not listed in the above table	Tenants in need of co-occurring mental health and substance use care will receive the coordinated services of the on-site therapist and substance use counselor, as well as psychiatry services if needed. Individuals with co-occurring mental and physical health disabilities will receive those services listed above along with brokerage, referral, support and transportation to physical health appointments.	To be available 5 days/week, with at least 2 days on-site.	MCBH	Project Partner	MOU	For all services below, MCBH plans to have a staff member on-site at least two days/week with more availability to be added as needed. The department's off-site office is .45 miles away or a short free bus ride with a new stop planned outside the complex and a stop
Recreational and social activities	Tenants may receive recreational and social activities on-site through intermittent planned activities, or they may access additional recreational activities at MCBH's Sierra Wellness Center, approximately .55 miles away.	To be available 4 days/week, with at least 1 day/month on-site.	MCBH	Project Partner	MOU	The Sierra Wellness Center is .55 miles away or a short free bus ride with a new stop planned outside the complex and a stop near the wellness center.
Educational services	Educational services are provided through the Mono County Office of Education Adult Education Program at the Mono County Free Library in Mammoth Lakes.	Availability determined by Adult Education Program	Mono County Office of Education	n/a	n/a	The Mono County Free Library in Mammoth Lakes is approximately .8 miles away or a short free bus ride.
Employment services	Employment services are provided through the Mono County Department of Social Services at the Mono County Civic Center in Mammoth Lakes (.45 miles away)	Availability determined by Department of Social Services	Department of Social Services	n/a	n/a	The Civic Center is .45 miles away or a short free bus ride.
Obtaining access to other needed services	BH services coordinators and case managers will aid tenants in obtaining other needed services.	To be available 5 days/week, with at least 2 days on-site.	MCBH	Project Partner	MOU	

Supportive Services Plan (SSP) §203

Rev. 10/23/20

File Name:	LSP Agreement	Lead Service Provider Contract, Agreement, or Letter of Intent	On USB?	Yes
File Name:	Written Agreements	Copy of written agreements or memoranda of understanding (MOUs) which identify the roles and responsibilities of the County, the project owner, other service providers, and the property manager covering all of the Required and Encouraged Services that are part of the Supportive Services Plan. Please submit one master services MOU or other written agreement for the project. However, if separate agreements will also be entered into with each service provider, the Master document must reference and include these separate agreements.	On USB?	Yes

Section 2: Supportive Services Coordination

1. Describe the accessibility of community services to which you propose linkages, whether they are on-site or in close proximity to the Project, and the frequency, travel time and cost to the tenant for transportation required to access the services to include both public transportation and private transportation services (e.g. van owned by the provider). Additionally, describe how the supportive services will be provided in a manner that is culturally and linguistically competent for persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions. This includes explaining how services will be provided to NPLH tenants who do not speak English, or have other communication barriers, including sensory disabilities, and how communication among the services providers, the property manager and these tenants will be facilitated. Additionally, describe how services will accommodate trauma-based, barriers to services. Provide documentation, in the form of Memorandum of Understanding, Memorandum of Agreement, letters of support or contracts demonstrating who will be responsible for ensuring access to services and how accessibility will be accomplished if not already included in agreement provided for service provision.

As noted above, the majority of services will be available on-site at least two days/week - MCBH is able and willing to add more on-site time to support residents if needed. Services are also available five days/week through MCBH's main office at the Mono County Civic Center in Mammoth Lakes, which is .45 miles away. This location is also easily accessible by free local bus service as indicated above. Hours for the supportive service staff will be between the hours of 8:00 am to 5:00 pm, Monday through Friday. Clients needing emergent services outside of these hours will have access to MCBH's crisis system. Services noted above that are not on-site will be available either through the free local bus route or via assigned staff who will provide transportation in County vehicles (nominal cost since no additional cars would be purchased for this distinct purpose and all major services are within 3 square miles). Staff assigned to this project will have received cultural competence training, which will allow them to provide services in a manner that is culturally and linguistically competent for persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions. Mono County has one threshold language (Spanish) and MCBH prioritizes pairing Spanish speaking clients with bilingual Spanish speakers. Where needed, individuals may use the language line/communication barriers will be resolved through current existing protocols for accessing interpreters and providing linguistically competent services. Staff will receive training on communication barriers related to sensory disabilities; communication protocols between the service providers, the property manager, and tenants will be developed once staff have received the trainings outlined in Section 2: Service Delivery. All of MCBH's services accommodate trauma-based barriers to services; this will continue to be the case with this housing project.

2. Describe which community/county/state funded programs will be utilized to meet the needs of the residents, particularly if those residents are dependents of tenants.

There are many community/county/state funded programs that on-site staff members will encourage residents and their dependents to participate in to meet their needs. These include MHSA funded programs (such as the CSS programs and PEI programs outlined in the MCBH MHSA plan), programs offered through Mono County Public Health, programs offered through Mono County Department of Social Services, and programs offered through such community-based organizations as Wild Iris Domestic Violence Counseling Center and IMACA. Additionally, the Mono County Office of Education funds its Adult Education Program and houses the County's First Five program, which offers many programs to meet the needs of dependents under the age of 5.

3. Is the Applicant currently working with the with the CoC in the area? Yes

If No, please explain:

Section 3: Verification from Appropriate Public or Non-profit Funding Agency

All applications where the County is **not** the LSP shall include a verification from an appropriate funding entity (either public or non-profit) knowledgeable about the supportive service needs of the Target Population, indicating that the proposed services are appropriate to meet the needs of the Target Population. The verification shall endorse the primary service provider as a known provider of support services to the Target Population. The Development Sponsor and/or Service Provider are not eligible to provide the Funding Agency Verification.

Please use the attached Supportive Service Verification form from the appropriate public or non-profit agency. Please submit one verification if serving different subpopulations of NPLH tenants who qualify as Chronically Homeless, Homeless, or At-Risk of Chronic Homelessness. If appropriate, a single funder may provide a verification for multiple populations (i.e. a County Department of Health Services could provide a verification for a Project serving individuals who are Chronically Homeless, Homeless, or At-Risk of Chronic Homelessness). Please be sure to indicate on the verification form the subpopulations to which each verification applies.

Part IV. Tenant Safety And Engagement

Section 1: Tenant Engagement

Applicant should describe strategies to engage residents in services, services planning/operations, and in building community and facility operations. **NOTE: The tenant engagement plan is distinct from the marketing and outreach efforts for attracting applicants to the Project.**

1. Will the services engagement outreach strategy include:

Outreach to applicants and residents?	Yes	Door-knocking?	Yes	Leafletting?	No
Assessment prior to leasing?	Yes	Peer contacts?	Yes	Outreach to organizations that work directly with target population?	Yes

Other strategies? Please describe:

Stakeholder input process, and onsite meetings/activities, as described immediately below.

2. Describe the strategies to engage residents in social interaction, building operations, and community involvement within the Project.

Prior to completion of the building project, MCBH will conduct outreach to potential future residents and stakeholders to engage them in services planning. The Program Manager and Behavioral Health Advisory Board (which serves as the MHSA steering committee) will organize stakeholder meetings to gather input. After the building is complete and services have begun, the support staff working on site will hold regularly scheduled meetings, activities, and celebrations to foster community, keep residents engaged, and provide residents with opportunities to provide ongoing input about operations and services. Staff will use multiple strategies for engaging clients in services including milestone celebrations, social/group activities, resident-led activities, and resident satisfaction surveys.

3. Describe the strategies to engage residents in planning and delivery of resident's services.

Resident meetings, led by on-site staff, will be held at least once per year to discuss planning and delivery of residents' services. Staff members will also outreach individually to residents to gather input and feedback needed in planning for these services. MCBH has historically had less success with group gatherings for community input and more success with individual outreach.

4. Describe how the physical building space supports social interaction and the provision of services.

This housing development will be a four-story residential building with a community space and potentially a day care facility. This permanent housing project is being designed to allow for full integration of its tenants. There is communal space for cooking, classes, and other wellness-oriented activities. Additionally, MCBH will have access to an onsite supportive services office which will be large enough to serve a family of four and the project's community room. These communal spaces will be designed to create a warm and welcoming environment that will promote tenant engagement and enhance onsite supportive services. All furnishings, equipment, and fixtures chosen will be considered for their sustainability.

5. If planning on conducting tenant satisfaction surveys, describe types of questions asked, how they are reviewed, outcomes measured, and how often survey will be conducted.

Resident satisfaction surveys will be conducted at least annually at resident meetings as part of the MHSA Annual Community Program Planning Process. Support staff will make efforts to gather surveys individually from residents who are marginally engaged in attending resident meetings. Surveys will include questions regarding satisfaction in the following domains: facilities, supports and services, welcoming/community.

6. Describe the strategies to engage residents in services, services planning/operations, and in building community and facility operations.

The support staff working on site will hold regularly scheduled meetings, activities, and celebrations to foster community, keep residents engaged, and provide residents with opportunities to provide ongoing input about operations and services. Staff will use multiple strategies for engaging clients in services including milestone celebrations, social/group activities, resident-led activities, and resident satisfaction surveys.

Section 2: Safety and Security

1. Summarize the written policies and procedures on privacy and confidentiality of residents.

Residents are entitled to confidentiality. MCBH staff receive privacy and compliance training upon hire and annually thereafter. Staff are versed in HIPAA law and conduct their business in accordance with HIPAA and California privacy laws. Property Manager will also be required to complete HIPAA training. All communication will be subject to applicable confidentiality laws and obligations and the parties will work in good faith to obtain consents from tenants to allow communication between the County and Owner/Property Manager. Residents will be offered the opportunity to sign a release of information allowing program staff to communicate with the property manager solely for the purposes of housing coordination and retention.

2. Summarize the written policies and procedures on sign in/out procedures, fire/safety drills, and posted local contacts in case of emergency.

Local emergency contacts will be prominently posted in the Supportive Services office space as well as in the resident hallways. Policies regarding fire/safety drills will identify disaster evacuation location and routes. Fire drills are to be conducted semi-annually.

3. Describe the building design safety features for ensuring resident and staff safety (include lighting, entrance/exits, locked doors, common area locations).

The building and site will be oriented to provide limited and controlled ingress and egress, but still maintain a residential setting. Security cameras will be installed, as well as sufficient exterior and interior lighting.

4. Summarize the written policies and procedures on ensuring staff safety.

Prior to completion of the building project, MCBH will develop a policy and procedure that outlines all relevant staff safety protocols. This P&P will include such topics as home visits, appropriate transportation, and when a second staff person is required.

5. Summarize the written policies for addressing violations of resident/staff safety by residents or staff.

Similar to the existing policies for MCBH's transitional house, residents may not behave in ways that violate the safety and well being of others. Violations of resident/staff safety by residents are reported to MCBH's Director and a letter is sent to the resident notifying them that a safety violation has occurred and has been reported. Depending on severity of the violation, staff may hold a "problem resolution meeting" with the resident to address the behavior in an attempt to prevent subsequent further violation or subsequent eviction. Violations of resident/staff safety by staff are addressed through the Mono County employee disciplinary process, and result in progressive discipline up to and including termination of the employee.

6. The service plan and property management plan submitted with the application must impose no restrictions on guests that are not otherwise required by other project funding sources or would not be common in other unsubsidized rental housing in the community. Describe the guest/visitor policy for residents.

Guests/visitors are permitted but are expected to abide by the same behavioral/safety guidelines that residents must abide by. Violations of safety guidelines or illegal activity on the premises may result in a request for removal of the guest or guests by law enforcement. Only individuals who are included on the housing rental agreement may reside in the unit on an ongoing basis.

8. Summarize the written policies for coordination with property management for integration of the Target Population with the general public.

Prior to completion of the building project, MCBH will develop a policy and procedure that will define roles with regard to integration of the Target Population with the general public. MCBH staff members working on-site will have the chief responsibility for integration, with the goal of assisting residents to increase community engagement via employment, education, community events, and civic participation.

Part V. Staffing

Section 1a: Staffing Description

Describe the overall staffing pattern, including the roles and responsibilities for each position listed in the Staffing Chart below. List the target populations served through each position.

The Supportive Services Plan for this permanent supportive housing project includes the following staffing plan: (.25 FTE) Psychiatric Specialist will provide individual and family therapy, crisis counseling, and assessments as needed; (.5 FTE) Case Manager/Behavioral Health Services Coordinator will help clients meet their case management goals and provide linkage to such services as physical health care, benefits counseling/advocacy, and housing retention skills; (.1 FTE) Psychiatry Services to provide medication management and treatment plan support; (.25 FTE) Substance Use Disorder Counselor will provide SUD counseling from a harm reduction perspective, including treatment and relapse prevention; (.1 FTE) Program Manager will be responsible for ensuring trainings are scheduled, data is collected, and other elements of this supportive services plan are implemented. Each of these positions will serve all members of the target population, including individuals of all ages with SMI/SED.

Section 1b: Staffing Chart

List all staff positions that will provide services to the tenants of the NPLH Assisted Units. Include County, other LSP, or Development Sponsor staff positions, and any staff positions of partnering organizations who have committed time to the Project. Include the services coordination staff. For each position, list the position title, minimum requirements, the full-time equivalent (FTE), the organization under which the position resides, and the location of the position (on-site or off-site). Do not include staff which serve non-NPLH Units. If a staff position serves both tenants in NPLH and non-NPLH units, include only that portion (i.e., % FTE) of the staff position dedicated to NPLH Assisted Units. Attach a copy of each positions duty statement, if these documents are available.

NOTE: All staff positions listed here must be reflected in the Supportive Services Budget Table. Be sure to indicate which staff position will be responsible for Homeless Management Information System data entry. If the cost of supportive service position is included as part of the Project's operating budget and the position will serve NPLH units, that position must be included in this chart.

Title	Minimum requirements	Total FTE:	1.2	Employing Organization	Location
List each staff position	List min. required staff preparation include (education & experience) NOTE: Doesn't take place of the job description or duty statement.	Indicate FTE staff positions for NPLH units (half-time is 0.5 FTE)		This could be the County, another LSP, Sponsor or a Project Partner	Select "On-Site" or "Off-Site"
Psychiatric Specialist (Therapist)	Master's degree and registration with the Board of Behavioral Sciences	0.25		County	On-Site
Case Manager or BH Services Coordinator	Case Manager: Two years of experience which would have provided a high degree of insight into individual or group problems such as mental health, substance use, or domestic relations. BH Services Coordinator: Two years of experience in the mental health and/or substance use fields, or experience in prevention programming, community outreach, and program implementation and coordination. College level courses in the health and human services fields, public administration, or	0.5		County	On-Site
Substance Use Disorder Counselor	Required education and experience for certification as a SUD counselor	0.25		County	On-Site

Supportive Services Plan (SSP) §203				Rev. 10/23/20
--	--	--	--	---------------

Psychiatry Services	Medical Degree; please note that MCBH contracts with North American Mental Health Services for the position and therefore does not have a position description available.	0.1	County	On-Site
Program Manager	Experience in Behavioral Health or Public Administration is highly desirable. Possession of a Bachelor's degree in a related field. Post-graduate coursework in Behavioral Health, Public Health, Public Administration, or a related field.	0.1	County	On-Site

File Name:	Duty Stmt1, Duty Stmt2, Duty Stmt3, Duty Stmt4	Staff Duty Statements (all providers, if available)	On USB?	Yes
-------------------	---	---	---------	-----

Section 2: Staffing Ratios

1. Indicate the overall services staffing level for the Project by completing the calculation below.

a.	Total NPLH Assisted Units	8
b.	Total FTE Service Staff from the Staffing Chart for the NPLH Assisted Units - Provide only the number of ongoing direct service staff positions that will provide services to the tenants of the NPLH Assisted Units, (for example, case manager, psychiatric nurse, services coordinator, etc). Do not include supervisors, peer support positions, or HMIS Administration positions.	1.2
c.	Number of NPLH units per FTE Staff Person (a÷b)	6.66666667

Not applicable.

4. Describe in specific terms the plan to fill any service gaps that occur during Project life due to expiration of grants, partner withdrawals, cancellation of a commitment or any other reason. Describe experience filling service gaps caused by loss of major funding sources.

If we experience a downfall in MHSA funding, specifically a decline in CSS dollars, we would use our 1991/2011 Realignment dollars to fill that gap. During that time, we would review our allocations and determine if all MHSA funds are being used to their highest potential for future funding of this plan.

Section 3: Service Funding History Table: The purpose of this section is to document the funding history of the LSP. The LSP shall document a history of securing supportive service funding sufficient for the Department to make a determination that the provider will be able to access funds from the programs that fund the services identified in the Supportive Services Chart. List only funding obtained in the last five years. Complete the table containing the information required below:

Funding History for: (LSP)	Mono County (Mono County Behavioral Health)				
	Source of Funds/Funding Program	Purpose of Award (Use of Funds)	Amount	Award Date & Funding Term	Population(s) Served
	MHSA - CSS Allocations	To provide services to individuals with SMI/SED	\$1,120,518.60	7/1/19-6/30/20	Individuals with SMI/SED
	MHSA - CSS Allocations	To provide services to individuals with SMI/SED	\$1,382,342.47	7/1/18-6/30/19	Individuals with SMI/SED
	MHSA - CSS Allocations	To provide services to individuals with SMI/SED	\$1,381,226.06	7/1/17-6/30/18	Individuals with SMI/SED
	MHSA - CSS Allocations	To provide services to individuals with SMI/SED	\$1,294,016.57	7/1/16-6/30/17	Individuals with SMI/SED
	MHSA - CSS Allocations	To provide services to individuals with SMI/SED	\$1,214,252.72	7/1/15-6/30/16	Individuals with SMI/SED

Part VII. Property Management Plans, Tenant Selection, and Reporting

Section 1: Property Management Plans and Tenant Selection

The Property Management Plan and tenant selection policies submitted with the NPLH application will be evaluated for the following consistent with state Housing First requirements. These documents must identify, describe, and utilize Housing First and low-barrier tenant selection processes that prioritize those with the highest needs for available housing. The descriptions of the use of Housing First and tenant selection in this Supportive Services Plan must be consistent with the Property Management Plan and the tenant selection policies. The Property Management Plan and tenant selection policies should address the following and be consistent with state Housing First requirements, as well as and other NPLH requirements:

- 1.Applicant eligibility and screening standards
- 2.Confidentiality
- 3.Substance abuse policy
- 4.Communication between property manager and supportive services staff
- 5.Eviction policies and eviction prevention procedures
- 6.Process for assisting tenants to apply for different forms of cash and non-cash benefits to aid the household in retaining their housing, if needed
- 7.How applicants and residents will be assisted in making reasonable accommodation requests, in coordination with the services provider and persuasive to outside entities, such as Housing Authorities, to ensure that persons with disabilities have access to and can maintain housing
8. Policies and practices to facilitate Voluntary Moving On strategies

Section 2: Reporting Requirements Certification (REQUIRED)

Applicant certifies that not later than 90 days after the end of each Project's fiscal year, the Applicant shall submit an independent audit for the Project prepared by a certified public accountant and in accordance with the requirements noted in the Project's regulatory agreement and the Department's current audit requirements, which are posted to the Department's website and which may be amended from time to time. §214(c) On an annual basis, the County shall submit the data listed in §214(e) for each of its NPLH Assisted Units. The County shall work with each Project's property manager and Lead Service Provider to gather the data. The data may be, but is not required to be, gathered from the local Homeless Management Information System (HMIS). §214(d) The data shall be submitted in electronic format on a form provided by the Department. The County, the property manager and the Lead Service Provider shall work together to resolve any data quality concerns to the best of their ability prior to submission of the data to the Department.

Yes

Dated:	2/2/2021
Statement Completed by (please print):	Robin K. Roberts
Signature:	
Title:	Director
Agency or Department:	Mono County Behavioral Health
Agency or Department Address:	PO Box 2619 Mammoth Lakes, CA 93546
Agency or Department Phone:	760-924-1740

EXHIBIT B

Sample Consent

Release of Confidential Health Information

No Place Like Home or Mental Health Services Act Tenant
(HIPAA Compliant)

Name: _____ Birth Date: _____

Unit: _____

I hereby authorize the Mono County Department of Behavioral Health, Pacific West Communities, Inc., Mammoth Lakes Pacific Associates and Buckingham Property Management to release and share among them the following:

Information, which may include protected health information (PHI) and information specifically related to substance abuse, as determined by any of them to be necessary to protect my personal health and safety, or the health and safety of another person in my household, or to provide support to me to maintain my housing.

This consent shall expire in one year – OR – Specify date: _____

California law prohibits the requestor or recipient from making further disclosure of this information unless the requestor or recipient obtains another authorization or such disclosure is specifically required or permitted by law.

I understand that I may refuse to sign this authorization. Except where otherwise allowed by law, treatment, payment, enrollment or eligibility for benefits will not be conditioned on my providing or refusing to provide this authorization.

If this authorization is not signed, then the information will not be released except as required or permitted by law.

I understand that I may revoke this authorization at any time. Such revocation must be in writing, signed by me or my legally authorized representative, and delivered to the Mono County Department of Behavioral Health at P.O. Box 2619, Mammoth Lakes, CA 93546. The revocation will be in effect upon receipt, but will not be effective to the extent that the requestor, recipient or others have acted in reliance upon this authorization.

I understand that I have a right to receive a copy of this authorization and to inspect and obtain a copy of any PHI provided by Mono County Behavioral Health pursuant to this release.

Signature: _____

Date: _____

Parent/Guardian/Conservator Signature:

Date: _____

(Please specify relationship)

Copy to individual

EXHIBIT C

Quarterly Meeting Topic

**MANAGEMENT/TENANT
SERVICES COORDINATION
MEETING WORK SHEET**

Property: _____ Date: _____

Attendees: _____

During this meeting MCBH and Property Manager should thoroughly review the status of all NPLH/MHSA tenants who live in the property and of all NPLH/MHSA waitlisted applicants. MCBH and Property Manager will bring the worksheet from the previous meeting to track changes and conduct follow-up to action steps that were developed. This meeting should take about two hours and should only be interrupted for emergencies. A copy of this form should be retained in a locked file on site and be reviewed by the Property Supervisor during site visits

- I. General Department Check-In (“peer check-in”, staffing issues, major site issues)
- II. New Tenant Move-In (name of tenant, unit #, date of move-in, orientation)
- III. Tenant Move-out (name of tenant, unit # date of move-out, status of exit interview)
- IV. Screening Status (name of applicant, date of screening 1st & 2nd , status of applicant)
- V. Housing Retention – Rent Payment (name of tenant, unit #, status of notices, status of payment plan, status of subsidy, describe outreach plan, list action steps)
- VI. Housing Retention – Rules Violations/Behavioral Issues (name of tenant, unit #, state violation/behavior issues, program violations, special family issues, status of notices, describe outreach plan, list action steps)

- VII. Life Retention/Health Watch (name of tenant, unit #, explain situation, describe outreach plan, list action steps for intervention/assistance needed from MCBH and Property Manger staff, date and outcome of last wellness check—note this section is for tenants in crisis, hospitalizations, major health issues, and mental health issues; these tenants should be checked on at least weekly by MCBH and Property Manger staff unless other arrangements are made)

- VIII. Legal Issues (describe status of any legal issues related to tenancy)

- IX. Other Issues (building maintenance, community issues, etc)

- X. Upcoming Events (meetings, trainings and other functions)

- XI. Comments (any additional thoughts or comments)

s

EXHIBIT D

Insurance

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

(a) Workers' Compensation. Owner shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Owner, its employees, agents, and subcontractors.

(b) General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Owner under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$2,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

(c) Automobile Liability Insurance. A policy of Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Owner pursuant to this Agreement. Alternatively, such coverage may be provided in Owner's Pollution Liability policy.

(d) Builder's Risk. Builders' risk insurance during the course of the construction, and, upon completion of construction, property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the County, naming the County as a Loss Payee, as its interests may appear. Flood insurance shall be obtained if required by applicable federal regulations.

(e) Commercial Crime. Commercial crime insurance covering all officers, in an amount approved by the County, naming the County a Loss Payee, as its interests may appear.

(f) Owner shall cause any general contractor, agent, or subcontractor, including the Property Manager and Sponsor, working on the Development under direct contract with Owner or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (a), (b), and (c) above, except that the limit of liability for comprehensive general liability insurance for subcontractors shall be One Million Dollars (\$1,000,000), and shall require that such insurance shall meet all of the general requirements of subsections (g), (h), (i), and (j) below. Owner shall also cause the Property Manager to carry the insurance described in (e) above.

(g) The required insurance shall be provided under an occurrence form, and Owner shall maintain the coverage described in subsections (a) through (c) and (e) continuously throughout the Term. Excess or Umbrella coverage may be used to meet the required insurance coverages. Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire Term and until three (3) years following termination and acceptance of all work provided under this MOU, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this MOU. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above.

(h) Commercial General Liability insurance policies shall be endorsed to name as an additional insured the County, and its officers, agents, employees, volunteers, and members of the County Board of Supervisors.

(i) All policies shall contain: (i) the agreement of the insurer to give the County at least ten (10) days' notice prior to cancellation or material change for non-payment of premium, and thirty (30) days' notice prior to cancellation for any other change or cancellation in said policies; (ii) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the County; (iii) a provision that no act or omission of Owner shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (iv) a waiver by the insurer of all rights of subrogation against the County and its authorized parties in connection with any loss or damage thereby insured against.

(j) All insurance companies providing coverage pursuant to this Section shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A. M. Best's rating of not less than "A:VII" or equivalent.

Any design professionals working on the Development in direct contract with Owner shall maintain errors and omission coverage in a minimum amount of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate.

Acceptance of Owner's insurance by the County does not relieve or decrease the liability of Owner under the MOU. The insurance required to be procured by Owner pursuant to this Section does not reduce or limit Owner's contractual obligation to indemnify and defend the County as provided in this MOU.

Deductible amounts under the insurance policies provided by Owner are subject to the reasonable approval of the County. Any deductible or self-insured retention amount or other similar obligation under the insurance policies provided by Owner are the sole responsibility of Owner.

Before commencing operations under this MOU, Owner shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form satisfactory to County, evidencing that all required applicable insurance coverage is in effect. The County reserves the rights to require the contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to the County at the address set forth in the MOU with a copy to the County's Risk Management Unit, Box 696, Bridgeport, CA 93517.

**MONO COUNTY
BEHAVIORAL
HEALTH
PERMANENT
SUPPORTIVE
HOUSING
PROJECT
2/2/21**

AMANDA GREENBERG

ROBIN ROBERTS



PROJECT OVERVIEW & PROGRESS REPORT

- Permanent Supportive Housing
- Stable, long-term housing for community members
- Funded by Mental Health Services Act & No Place Like Home
- 1/19/21: Letter of Commitment



NO PLACE LIKE HOME

- Overview of NPLH
- On-site supportive services
- Required MOU with all parties
- Required Supportive Services Plan & Worksheet



KEY CONTENTS OF MOU

- NPLH Units vs. MHSA Units
- 20 Year Service Commitment
- Communication Protocols
- Supportive Services Plan and Worksheet



WHAT'S NEXT



Pacific to complete tax credit application



Pacific to submit NPLH application



Celebrate the hard work of our team



If funding for project is awarded, draft loan agreement



Bring loan agreement to BOS for review and approval





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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

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:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

TIME REQUIRED

SUBJECT Closed Session - Initiation of
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. Initiation of litigation pursuant to paragraph (4) 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

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

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

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

Departments: CAO/Board

TIME REQUIRED Item scheduled to start at 1:00 PM
(30 minutes)

**PERSONS
APPEARING
BEFORE THE
BOARD**

David Wilbrecht, Special Projects
Manager, Robert C Lawton, CAO

SUBJECT Update on the Board of Supervisors'
Resolution R20-93 Recognizing
Racism as a Public Health Crisis and
Affirming Mono County's Commitment
to Building Racial Equity and
Reducing Disparity

AGENDA DESCRIPTION:

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

On October 13, 2020, the Mono County Board of Supervisors unanimously approved Resolution R20-93, Recognizing Racism as a Public Health Crisis and Affirming Mono County's Commitment to Building Racial Equity and Reducing Disparity. Staff will provide an update on actions taken and next steps.

RECOMMENDED ACTION:

None, informational only. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: David Wilbrecht

PHONE/EMAIL: / dwilbrecht@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
10-13-20 Staff Report
Resolution

History

Time	Who	Approval
1/28/2021 12:34 PM	County Counsel	Yes
1/28/2021 2:23 PM	Finance	Yes
1/28/2021 3:39 PM	County Administrative Office	Yes



County of Mono

County Administrative

Robert Lawton
County Administrative Officer

Dave Butters
Human Resources Director

Date: February 2, 2021

To: Honorable Board of Supervisors

From: David Wilbrecht, Special Projects Manager
Bob Lawton, CAO

Supported By: Alastair Flores, Jazmin Barkley, Kasandra Montes, Michael Jones, Michelle Raust, Megan Mahaffey, Robin Roberts, Sheriff Braun, Dr. Boo.

Re: Update on the Board of Supervisors' Resolution R20-93: Resolution Recognizing Racism as a Public Health Crisis and Affirming Mono County's Commitment to Building Racial Equity and Reduction Disparity.

RECOMMENDATION:

No action required at this time.

FISCAL IMPACT:

No fiscal impact anticipated at this time. However, a budget recommendation will be presented at mid-year and for the FY 2021-2022 Budget for the implementation of the Justice, Equity, Diversity, and potentially for training, and fees associated with joining the Government Alliance on Race and Equity (GARE) and training.

DISCUSSION:

The Board of Supervisors unanimously approved Resolution R20-93 on October 13, 2020. A copy of the staff report, and Resolution are attached to this staff report. In approving the Resolution, the Mono County Board of Supervisors included a commitment to the following list of actions:

- Develop a workplan with adequate resources to address the formation of a Justice, Equity, Diversity, and Inclusion (JEDI) Commission;
- Consider County membership in the Government Alliance on Race and Equity (GARE), a national network of local government agencies working to achieve racial equity and advance the opportunities for all for training and consulting;
- Participation in training for the Board of Supervisors and other elected officials, county staff and the public on topics including workplace biases and how to mitigate them, and understanding racism; these trainings should be meaningful, thoughtful, and data driven efforts aimed at addressing and dismantling racism and understanding how racism affect public health, family stability, early education economic development, public safety, and the delivery of human services;
- Collaborate with the County's law and justice agencies and the community to ensure public confidence and public safety is administered equitably by the County's law enforcement departments;

- Study and evaluate existing County policies and practices through the lens of racial equity and promote and support policies and prioritize health in an equitable way, especially for people of color, by mitigating exposure to adverse childhood experiences (ACES) and promoting healthy and resilient communities;
- Identify specific activities to enhance diversity with the County government workforce
- Support local, regional, state, and federal initiatives that advance efforts to dismantle systematic racism and reduce inequity;
- Encourage community participation in efforts to amplify issues of racism and engage actively and authentically with communities of color throughout the County;
- Invite other local agencies in the region to also adopt resolutions affirming that racism is a public health crisis and work together toward equity;
- Report back to the community by March 2021 on these activities, including the formation of the JEDI Commission and midyear budget adjustment to reflect funding commitment.

NEXT STEPS

Staff is initiating steps to implement Resolution 20-93 including:

- Conduct training today and continue working with Dr. Cameron Wedding and other consultants on bi-monthly trainings;
- Use the Racial Impact Assessment tool to gather data on needs;
- Midyear Budget allocation for training;
- By the March 15, 2021 regular board meeting, we anticipate the framework of the JEDI commission will be ready for the Board of Supervisors to review and approve. Implementation will follow;
- By the March 15, 2021 regular board meeting, staff will have reviewed the value of joining GARE and will provide a recommendation regarding training and utilization of other GARE resources to address equity in Mono County;
- We anticipate a training plan will be outlined by March 15, 2021;
- County staff anticipates the Board of Supervisors' direction to begin collaboration with the County's law and justice agencies will have started as well as reaching out to the community and other local agencies, to fully implement Resolution 20-93.



Jennifer Kreitz ~ District One Fred Stump ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5533 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

Date: October 13, 2020

To: Honorable Board of Supervisors

From: Dave Wilbrecht, Acting CAO; Stacy Corless, Chair, and Bob Gardner, District 3, Board of Supervisors; Jazmin Barkley, Probation; Dr. Tom Boo, Public Health; Sheriff Ingrid Braun; Megan Mahaffey, Finance; Kasandra Montes, Behavioral Health; Michelle Raust, Social Services; Robin Roberts, Behavioral Health

Subject: Resolution Declaring Racism as a Public and Mental Health Crisis and Affirming Mono County's Commitment to Building Equity and Reducing Disparity

Recommended Action:

Adopt proposed resolution; provide any desired direction to staff.

Discussion:

At a workshop during its September 15 meeting, the Board of Supervisors gave direction to return to the board on October 13 with specific activities to address systemic racism and disparity in Mono County government.

Background:

On September 15, the board received a presentation from Dr. Jei Africa titled "Moving Towards Equity: Understanding the Impacts of Racism in our Communities." The board, county staff and community members discussed the presentation and agreed that Mono County needed to demonstrate its commitment to addressing racial disparity and its negative impacts, and to creating equity in county government and communities.

Following that meeting, Acting CAO Wilbrecht, along with Supervisors Gardner and Corless, met with a team of County staff members who volunteered to participate in developing the County's approach to addressing racial disparity and creating equity.

The team includes Jazmin Barkley, Probation; Dr. Tom Boo, Public Health; Sheriff Ingrid Braun; Megan Mahaffey, Finance; Kasandra Montes, Behavioral Health; Michelle Raust, Social Services; Robin Roberts, Behavioral Health.

This resolution reflects the discussion of this team, along with board direction given on September 15, and follows the example of many other counties in California and across the US by recognizing that systemic racism is a public and mental health crisis that must be addressed. Additionally, the resolution outlines a number of actions and commitments that the County will take. Though there are steps that can be taken immediately, such as scheduling and holding training sessions, the resolution directs the CAO to develop a workplan and financial commitment that could be incorporated into the 2020/21 budget as part of the midyear budget review. The actions/directions include:

- Direct the County Administrative Officer and County staff to develop a workplan that includes committing adequate financial resources toward Justice, Equity, Diversity, and Inclusion work, the formation of a Justice, Equity, Diversity, and Inclusion (JEDI) Commission that would guide this effort, recognizing that the burden of education and transformation must not be placed solely on communities of color.
- Consider County membership in the Government Alliance on Race and Equity (GARE), which is a national network of local government agencies working to achieve racial equity and advance opportunities for all. Membership could include contracting with GARE for training and consulting.
- Participate in regularly scheduled trainings for the Board of Supervisors and other elected officials, county staff and the public on topics including workplace biases and how to mitigate them, and understanding racism; these trainings should be meaningful, thoughtful, and data-driven education efforts aimed at understanding, addressing, and dismantling racism, and how racism affects public health, family stability, early education, economic development, public safety, and the delivery of human services.
- Collaborate with the County's law and justice agencies and the community to ensure public confidence that public safety is administered equitably by supporting the Community Advisory Committee recently established by Mono County Sheriff's Office.

- Study and evaluate existing County policies and practices through a lens of racial equity to promote and support policies that prioritize health in an equitable way, especially for people of color, by mitigating exposure to adverse childhood experiences (ACES) and promoting healthy, resilient communities.
- Identify specific activities to enhance diversity within the County Government workforce.
- Support local, regional, state, and federal initiatives that advance efforts to dismantle systemic racism and reduce inequity.
- Encourage community participation in efforts to amplify issues of racism and engaging actively and authentically with communities of color throughout the County.
- Invite other local government agencies in the region to also adopt resolutions affirming that racism is a public health crisis and to work together toward equity.
- Report back to the board and community quarterly starting January 2021 on these activities, including the formation and seating of the JEDI Commission and a midyear budget adjustment to reflect funding commitment.

Fiscal Impact:

None associated with adoption of the resolution, however the resolution includes direction to take action that could result in future unknown fiscal impacts, as described in the staff report.



R20-93

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
RECOGNIZING RACISM AS A PUBLIC HEALTH CRISIS AND
AFFIRMING MONO COUNTY’S COMMITMENT TO BUILDING
RACIAL EQUITY AND REDUCING DISPARITY**

WHEREAS, throughout our nation’s history, institutional and structural racism and injustice have led to deep and persistent racial disparities across all sectors and have had lasting negative consequences for Mono County; and

WHEREAS, racism results in the structuring of opportunity and assigning of value based solely on skin color and other physical characteristics, which unfairly disadvantages some individuals and communities while providing systemic advantages to other individuals and communities, therefore preventing societies as a whole from achieving their full potential; and

WHEREAS, numerous studies have shown that institutional and structural racism is the root cause of health disparities and social inequities that impact many aspects of life, including housing, education, employment and the economy, public safety and criminal justice, and physical and mental health; and

WHEREAS, Mono County is the current and ancestral homelands of indigenous people, and racist laws, practices, and historic violence have led to the displacement, and in many cases, the death, of indigenous peoples, the suppression of indigenous cultures, languages, and spirituality, and inequities in socioeconomic opportunities and health; and

WHEREAS, the COVID-19 pandemic has disproportionately impacted Latinx residents of Mono County; and

WHEREAS, the May 25, 2020 killing of George Floyd, along with other incidents of police violence, sparked a nationwide movement to address racism and disparity in law enforcement that both the Board of Supervisors and Mono County Sheriff’s Office recognize as legitimate; and

WHEREAS, there is a relationship between health and economic disparities, and thus racism, and global climate change because persons with limited resources are disproportionately affected by extreme weather and deteriorating environmental quality; and

1 **WHEREAS**, on September 15, the Mono County Board of Supervisors, during a
2 presentation titled “Moving Towards Equity,” affirmed the need to recognize racial disparity and
3 to work for equity in county government and our communities.

4 **NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County
5 of Mono affirms that racism is a public and mental health crisis that results in disparities in
6 family stability, health and mental wellness, education, employment, economic development,
7 public safety, criminal justice, and housing.

8 **BE IT FURTHER RESOLVED**, that the Mono County Board of Supervisors finds that
9 racism is a public health crisis affecting our entire society, and the Board wishes to assess
10 internal policies and procedures to ensure racial equity is a core element of the County; and

11 **BE IT FURTHER RESOLVED**, that the following actions result from these
12 declarations:

- 13 • The County Administrative Officer and County staff are directed to develop a workplan
14 that includes committing adequate financial resources toward Justice, Equity, Diversity,
15 and Inclusion work, the formation of a Justice, Equity, Diversity, and Inclusion (JEDI)
16 Commission that would guide this effort, recognizing that the burden of education and
17 transformation must not be placed solely on communities of color.
- 18 • Consider County membership in the Government Alliance on Race and Equity (GARE),
19 which is a national network of local government agencies working to achieve racial
20 equity and advance opportunities for all. Membership could include contracting with
21 GARE for training and consulting.
- 22 • Participate in regularly scheduled trainings for the Board of Supervisors and other
23 elected officials, county staff and the public on topics including workplace biases and
24 how to mitigate them, and understanding racism; these trainings should be meaningful,
25 thoughtful, and data-driven education efforts aimed at understanding, addressing, and
26 dismantling racism, and how racism affects public health, family stability, housing, early
27 education, economic development, public safety, and the delivery of human services.
- 28 • Collaborate with the County’s law and justice agencies, NGOs, partner organizations
29 and the community to ensure public confidence that public safety is administered
30 equitably by supporting the Community Advisory Committee recently established by
31 Mono County Sheriff’s Office.
- 32 • Study and evaluate existing County policies and practices through a lens of racial equity
to promote and support policies that prioritize health in an equitable way, especially for
people of color, by mitigating exposure to adverse childhood experiences (ACES) and
promoting healthy, resilient communities.

- 1 • Identify specific activities to enhance diversity within the County Government
2 workforce.
- 3 • Support local, regional, state, and federal initiatives that advance efforts to dismantle
4 systemic racism and reduce inequity.
- 5 • Encourage community participation in efforts to amplify issues of racism and engaging
6 actively and authentically with communities of color throughout the County.
- 7 • Invite other local government agencies, NGOs, and partner organizations in the region
8 to also adopt resolutions affirming that racism is a public health crisis and to work
9 together toward equity.
- 10 • Report back to the board and community starting in January 2021 on these activities,
11 including the formation and seating of the JEDI Commission and a midyear budget
12 adjustment to reflect funding commitment.

13
14 **PASSED, APPROVED and ADOPTED** this 13th day of October 2020, by the
15 following vote, to wit:

16 **AYES:** Supervisors Corless, Gardner, Kreitz, Peters, and Stump.

17 **NOES:** None.

18 **ABSENT:** None.

19 **ABSTAIN:** None.

20
21 

22 Stacy Corless, Chair
23 Mono County Board of Supervisors

24 **ATTEST:**

25 
26 Queenie Barnard (Oct 19, 2020 08:44 PDT)

27 Clerk of the Board

24 **APPROVED AS TO FORM:**

25 
26 Stacey Simon (Oct 19, 2020 08:52 PDT)

27 County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 2, 2021

Departments: Board of Supervisors

TIME REQUIRED Item scheduled to start at 1:30 PM (1.5 hours) **PERSONS APPEARING BEFORE THE BOARD** Dr. Rita Cameron Wedding

SUBJECT Implicit Bias Training

AGENDA DESCRIPTION:

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

The Board of Supervisors approved Resolution R20-93 unanimously on October 13, 2020. As a further step to implement Resolution R20-93, the County has initiated training on implicit bias by Dr. Rita Cameron Wedding.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

No General Fund impact for this training. The training is funded through the Probation Department at a cost of \$2,700. At the Mid-Year Budget, a proposed budget for training and implementation of Resolution 20-93 forming the Justice, Equity, Diversity, and Inclusion Commission will be presented.

CONTACT NAME: David Wilbrecht

PHONE/EMAIL: / dwilbrecht@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
1/28/2021 2:42 PM	County Counsel	Yes
1/28/2021 2:24 PM	Finance	Yes
1/28/2021 3:39 PM	County Administrative Office	Yes



Jennifer Kreitz ~ District One Rhonda Duggan ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5533 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

Date: February 2, 2021

To: Honorable Board of Supervisors

From: Stacy Corless, Supervisor

Re: Training on Implicit Bias

RECOMMENDATION:

No action required at this time.

FISCAL IMPACT:

No General Fund impact for this training. The training is funded through the Probation Department at a cost of \$2,700. At the Mid-Year Budget, a proposed budget for training and implementation of Resolution 20-93 forming the Justice, Equity, Diversity, and Inclusion Commission will be presented.

DISCUSSION:

The Board of Supervisors approved Resolution R20-93 unanimously on October 13, 2020. As a further step to implement the Resolution R20-93, the County has initiated training on implicit bias by Dr. Rita Cameron Wedding. Implicit bias can be defined as an unconscious association, belief, or attitude toward any social group. Resolution R20-93 focuses on Racism as a Public Health Crisis therefore, the training will be focus on racism, equity, diversity, and inclusion as stated in the resolution. The training today will be followed in the coming weeks by a Racial Impact Assessment tool to help the Board, staff, and citizens better understand and challenge systemic racism by examining everyday decision-making and institutional outcomes.

BACKGROUND ON DR. CAMERON WEDDING:

Dr. Cameron Wedding was the Women's Studies Department Chair at Sacramento State University for 23 years and is currently a professor in the departments of Women's Studies and Ethnic Studies.

As a faculty for the National Council of Juvenile and Family Court Judges (NCJFCJ), she has trained judges at court improvement initiatives in over 40 states.

Dr. Cameron Wedding's curriculum Implicit Bias: Impact on Decision-Making, has been used to train judges, public defenders, practitioners in child welfare, juvenile justice, law enforcement, and education in jurisdictions throughout the United States since 2005.

RE: Training on Implicit Bias

February 2, 2021

Page 2 of 2

Dr. Cameron Wedding has conducted implicit bias Train the Trainer Institutes, webinars, and curriculum development in numerous agencies and states throughout the country. Dr. Cameron Wedding's work includes trainings and keynotes on implicit bias for many organizations across the U.S. and the world, including:

- Texas New Judges College
- National Association of Children's Counsel
- Family Court of the Superior Court of the District of Columbia
- Child Abuse and Neglect Institutes in Reno, Louisville, and Atlanta
- New York State Judicial Institute
- Superior Court Judges in Hawaii and Illinois
- Michigan Judges Association

Dr. Cameron Wedding is a presenter for Georgetown University's Center for Juvenile Justice and Reform Conference. She serves on the governing board of Global Majority, an organization dedicated to peace and conflict resolution throughout the world.

Dr. Cameron Wedding is currently developing security officer train-the-trainer curriculum to be taught in various parts of the world for a multi-national technology company.