



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 December 21, 2021

TELECONFERENCE INFORMATION

This meeting will be held via teleconferencing with members of the Board attending from separate remote locations. As authorized by AB 361, dated September 16, 2021, a local agency may use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency and local officials have recommended or imposed measures to promote social distancing or the body cannot meet safely in person and the legislative body has made such findings.

Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below. If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting
http://monocounty.granicus.com/MediaPlayer.php?publish_id=759e238f-a489-40a3-ac0e-a4e4ae90735d

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/96414948837>

Or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 964 1494 8837.

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

To join the meeting by telephone:

Dial (669) 900-6833, then enter Zoom Webinar ID 964 1494 8837.

To provide public comment, press *9 to raise your hand and *6 to mute/unmute.

NOTE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5530 or bos@mono.ca.gov. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517) and online at <http://monocounty.ca.gov/bos>. Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board and online.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Opportunity for the public to address the Board on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.) Please refer to the Teleconference Information section to determine how to make public comment for this meeting via Zoom.

2. RECOGNITIONS

A. Recognition of Steve Nelson, Retiring Field Manager for the Bishop Bureau of Land Management Field Office

Departments: Board of Supervisors, sponsored by Supervisor Corless
20 minutes

(Supervisor Corless) - Resolution of appreciation for Steve Nelson, Field Manager for the Bishop Bureau of Land Management Field Office, who is retiring at the end of the month.

Recommended Action: Approve resolution of appreciation.

Fiscal Impact: None.

B. Recognition of Tim Taylor, Retiring Wildlife Biologist at the California Department of Fish and Wildlife

Departments: Board of Supervisors, sponsored by Supervisor Corless
20 minutes

(Supervisor Corless) - Resolution of appreciation for Tim Taylor, Wildlife Biologist at the California Department of Fish and Wildlife and Bridgeport resident, who is retiring at the end of the month.

Recommended Action: Approve resolution of appreciation.

Fiscal Impact: None.

3. COUNTY ADMINISTRATIVE OFFICER

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

4. DEPARTMENT/COMMISSION REPORTS

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

5. **CONSENT AGENDA**

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

A. Memorandum of Agreement - Federal Lands Access Program - Saddlebag Lake Road

Departments: Public Works

Proposed Memorandum of Agreement (MOA) and Fund Transfer Agreement (FTA) with Inyo National Forest and Federal Highways Administration pertaining to the project development and scoping process of the Saddlebag Lake Road Project.

Recommended Action: Approve County entry into Federal Lands Access Program Project MOA with Inyo National Forest and Federal Highways Administration, and a FTA between the County of Mono and the Central Federal Lands Highway Division, pertaining to the project development and scoping process of the Saddlebag Lake Road Project. Authorize the Public Works Director to execute MOA and FTA on behalf of the County.

Fiscal Impact: No General Fund Impact. The County is required to provide \$10,000 toward project scoping, which can be drawn from existing appropriations for transportation funding.

B. Cal Recycle 1383 Model Ordinance

Departments: Public Works - Solid Waste

Proposed ordinance implementing mandatory organic waste disposal reduction pursuant to Senate Bill 1383.

Recommended Action: Adopt proposed ordinance.

Fiscal Impact: SB1383 compliance places unfunded mandates on jurisdictions. The extent of those impacts are not yet known, as several program specifics are still forthcoming. It is anticipated that the majority of the impacts will be borne by the Solid Waste Enterprise Fund.

C. Proposed Ordinance Adding Chapter 20.10 to the Mono County Code, Open Range, and Excluding Additional Portions of the County from Territory Devoted Chiefly to Grazing

Departments: Agricultural Commissioner

Proposed ordinance adding Chapter 20.10, Open Range, to the Mono County Code consolidating the provisions of, and thereby replacing Ordinance Nos. 79-480, 79-480A and 87-480B and excluding additional areas of the County from territory devoted chiefly to grazing.

Recommended Action: Adopt proposed ordinance.

Fiscal Impact: None.

6. CORRESPONDENCE RECEIVED - NONE

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

7. REGULAR AGENDA - MORNING

A. Behavioral Health Department Update and Requested Actions for Upcoming Grants and Projects

Departments: Behavioral Health

1 hour (30 minutes presentation; 30 minutes discussion)

(Robin Roberts, Behavioral Health Director; Amanda Greenberg, Program Manager) - Workshop with requested action to 1) authorize CAO to sign contract for two Telehealth Grants to be used for information-technology-related purchases in the department; 2) authorize Behavioral Health Director to sign Mental Health School Services Act (MHSSA) Grant application, which would, if awarded, fund enhanced mental health programming in all Mono County schools; 3) provide direction to staff on additional projects including the Crisis Care Mobile Unit grant, supplemental Substance Abuse Block Grant, First Episode Psychosis Program, Behavioral Health Quality Improvement Program, MyStrength Project, and Permanent Supportive Housing Project.

Recommended Action:

- 1) Approve and authorize County Administrative Officer (CAO) to sign contract with Sierra Health Foundation: Center for Health Program Management for the provision of Telehealth Grant Administration Services (Mental Health Award) for a period of November 20, 2021 to November 30, 2022 and a not-to-exceed amount of \$99,999.
- 2) Approve and authorize CAO to sign contract with Sierra Health Foundation: Center for Health Program Management for the provision of Telehealth Grant Administration Services (Substance Use Disorders Award) for a period of November 20, 2021 to November 30, 2022 and a not-to-exceed amount of \$91,320.
- 3) Approve and authorize Behavioral Health Director to complete and sign Mental Health School Services Act (MHSSA) Grant application.
- 4) Provide direction to staff on remaining project and initiatives.

Fiscal Impact: The cumulative revenue of the grants presented is approximately \$4,000,000 over the next six years. Each funding opportunity has quite specific expenditure limitations and MCBH is determining how these sources will blend with and ultimately be sustained through existing funding. Additionally, MCBH is actively working with the Finance Department to ensure that all necessary tracking mechanisms are in place.

B. Letter from Eric Edgerton and Proposed Resolution Regarding Cannabis Cultivation Tax Reform

Departments: CAO

15 minutes

(Robert C. Lawton, CAO) - Proposed resolution requesting state cannabis cultivation tax reform.

Recommended Action: Consider and potentially adopt resolution proposed by Mr. Edgerton as drafted or with modifications. Provide any desired direction to staff.

Fiscal Impact: None.

C. COVID-19 (Coronavirus) Update

Departments: CAO, Public Health

10 minutes

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

Recommended Action: None, informational only.

Fiscal Impact: None.

D. Employment Agreement - Public Health Officer

Departments: Public Health, Human Resources

15 Minutes

(Bryan Wheeler, Public Health Director; Ryan Roe, Acting Human Resources Director) - Proposed resolution approving a contract with Dr. Caryn Slack as Public Health Officer, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce fiscal impact. Adopt proposed resolution #R21-___, approving a contract with Dr. Caryn Slack as Public Health Officer, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: There is no fiscal impact to the County General Fund. The cost of the position for the remainder of Fiscal Year 2021-22 is \$80,651 of which \$59,800 is salary and \$20,851 is the cost of benefits. There are no effects to the department budget for personnel as the budget at present includes an allocation for a Public Health Officer for the entire fiscal year.

E. Employment Agreement - Chief Probation Officer

Departments: CAO

10 minutes

(Robert C. Lawton, CAO) - Proposed resolution approving a contract with Karin Humiston as Chief Probation Officer, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve Resolution R21-____, approving a contract with Karin Humiston as Chief Probation Officer, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost for an entire fiscal year is \$173,864 of which \$133,406 is salary and \$40,458 is the cost of benefits, and was included in the approved budget.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Opportunity for the public to address the Board on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.) Please refer to the Teleconference Information section to determine how to make public comment for this meeting via Zoom.

9. CLOSED SESSION

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, Anne Frievalt, Ryan Roe, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

B. Closed Session - Exposure to Litigation

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

C. Closed Session - Public Employee Evaluation

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

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

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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11. REGULAR AGENDA - AFTERNOON

A. Countywide Solid Waste Services - Proposals and Recommendation

Departments: Public Works - Solid Waste

40 minutes

(Tony Dublino, Director of Public Works; Justin Nalder, Solid Waste Superintendent) - Discussion of proposals received for the operation of County Transfer Stations. Consider options and direct staff to execute associated agreements.

Recommended Action: Approve County entry into proposed contract and authorize CAO Bob Lawton to execute said contracts on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: None at this time except that chosen alternative could result in higher future tipping fees to cover projected operational deficits.

B. County Vehicle Policy Update

Departments: Public Works

15 minutes

(Tony Dublino, Director of Public Works) - Presentation and approval of the 2021 County Vehicle Policy, with associated introduction of Ordinance to amend Section 2.83 of the County Code to reflect current practice.

Recommended Action:

1) Introduce, Read Title and Waive Further Reading of Ordinance Amending Mono County Code Section 2.83 "County-Owned Vehicles" to reflect the current process for developing and adopting rules governing the use of county-owned vehicles.

2) Adopt proposed resolution implementing an updated County Vehicle Policy applicable to county-owned vehicles and to private vehicles when used for county business.

Fiscal Impact: None.

C. Budget Amendment Request to Provide for Additional Motor Pool Vehicle Purchases

Departments: Public Works

5 minutes

(Tony Dublino, Director of Public Works; Ingrid Braun, Sheriff) - Request from Sheriff's Department for budget amendment to acquire additional motor pool vehicle to be paid for with 2011 court security realignment revenues.

Recommended Action: Approve Budget Amendment increasing appropriation in Motor Pool Capital Equipment: Vehicles (650-10-723-53010) by \$73,597 to accommodate an additional vehicle purchase for the Sheriff's Office with a transfer from the 2011 Court Security Realignment Fund (requires 4/5ths approval).

Fiscal Impact: No General Fund Impact, and no impact to the Motor Pool Internal Service Fund. The proposed purchase is funded with court security realignment revenues to offset the cost of the requested vehicles.

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 December 21, 2021

Departments: Board of Supervisors, sponsored by Supervisor Corless

TIME REQUIRED 20 minutes

PERSONS APPEARING BEFORE THE BOARD Supervisor Corless

SUBJECT Recognition of Steve Nelson, Retiring Field Manager for the Bishop Bureau of Land Management Field Office

AGENDA DESCRIPTION:

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

Resolution of appreciation for Steve Nelson, Field Manager for the Bishop Bureau of Land Management Field Office, who is retiring at the end of the month.

RECOMMENDED ACTION:

Approve resolution of appreciation.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
12/16/2021 6:32 PM	County Counsel	Yes
12/15/2021 11:57 AM	Finance	Yes

12/17/2021 11:41 AM

County Administrative Office

Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 21, 2021

Departments: Board of Supervisors, sponsored by Supervisor Corless

TIME REQUIRED 20 minutes

PERSONS APPEARING BEFORE THE BOARD Supervisor Corless

SUBJECT Recognition of Tim Taylor, Retiring
Wildlife Biologist at the California
Department of Fish and Wildlife

AGENDA DESCRIPTION:

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

Resolution of appreciation for Tim Taylor, Wildlife Biologist at the California Department of Fish and Wildlife and Bridgeport resident, who is retiring at the end of the month.

RECOMMENDED ACTION:

Approve resolution of appreciation.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
12/16/2021 6:32 PM	County Counsel	Yes
12/15/2021 11:57 AM	Finance	Yes

12/17/2021 11:42 AM

County Administrative Office

Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 21, 2021

Departments: Public Works

TIME REQUIRED

SUBJECT Memorandum of Agreement -
Federal Lands Access Program -
Saddlebag Lake Road

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed Memorandum of Agreement (MOA) and Fund Transfer Agreement (FTA) with Inyo National Forest and Federal Highways Administration pertaining to the project development and scoping process of the Saddlebag Lake Road Project.

RECOMMENDED ACTION:

Approve County entry into Federal Lands Access Program Project MOA with Inyo National Forest and Federal Highways Administration, and a FTA between the County of Mono and the Central Federal Lands Highway Division, pertaining to the project development and scoping process of the Saddlebag Lake Road Project. Authorize the Public Works Director to execute MOA and FTA on behalf of the County.

FISCAL IMPACT:

No General Fund Impact. The County is required to provide \$10,000 toward project scoping, which can be drawn from existing appropriations for transportation funding.

CONTACT NAME: Paul Roten

PHONE/EMAIL: 7909325440 / proten@mono.ca.gov

SEND COPIES TO:

tdublino@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Exhibit 1
Exhibit 2
Exhibit 3

History

Time	Who	Approval
12/15/2021 9:52 AM	County Counsel	Yes
12/15/2021 11:47 AM	Finance	Yes
12/17/2021 11:41 AM	County Administrative Office	Yes



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

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

Date: December 21, 2021
To: Honorable Chair and Members of the Board of Supervisors
From: Tony Dublino, Director of Public Works
Re: Federal Lands Access Program Application (FLAP) for Rehabilitation of Saddlebag Lake Road

Recommended Action:

Approve County entry into Federal Lands Access Program Project Memorandum of Agreement (MOA) with Inyo National Forest and Federal Highways Administration, and a Scoping Fund Transfer Agreement (FTA) between the County of Mono and the Central Federal Lands Highway Division, pertaining to the project development and scoping process of the Saddlebag Lake Road Project. Authorize the Public Works Director to execute MOA and FTA on behalf of the County.

Fiscal Impact:

No General Fund Impact. The County is required to provide \$10,000 toward project scoping, which can be drawn from existing appropriations for transportation funding.

Background:

In May of 2021, Mono County along with the Inyo National Forest submitted a FLAP grant application for the rehabilitation of 2.5 miles of Saddlebag Lake Road.

The application estimated the project to cost \$4,800,000. The California Program Decisions Committee (PDC) estimate, including engineering and escalation of construction costs to the program year (2028), is \$6,000,000.

On November 24, 2021, Mono County received a letter (Exhibit 1) that the PDC had short-listed the application for this project and requested County entry into a Project MOU to establish roles and responsibilities for the scoping process, and a Scoping FTA to provide the \$10,000 match requirement for the scoping process. The project's scope of work, schedule, and budget will be further evaluated for the PDC's final decision, likely to be in the fall 2022.

The local match requirement for FLAP grants is 11.47% (\$688,200 on a \$6,000,000 project). The County has requested and anticipates receiving 'Toll Credits' (from tolls collected in California) to cover the required match during the design and construction phase. Prior to design and construction, the County must provide funding **not to exceed \$10,000** for the purposes of scoping.

Should the scoping, scheduling and budget process go according to plan (without unanticipated environmental or other costs), the County stands to receive a \$6 million transportation project for today's contribution of \$10,000. Note, the project will not only be grant 'funded,' but also managed by Central Federal Lands Highway Division, which means there will be relatively minimal impact to County staff resources during the implementation of the project.

The project is tentatively programmed for construction funding in late FY 2027 (contingent on availability of federal funding) with construction in FY 2028. The actual year funds are obligated for construction may change due to changes to the program and/or program funding.

The MOA and FTA are required to initiate the further scoping process. A copy of the Project MOA and Scoping FTA are attached as Exhibits 2 and 3. Note that this agreement does not obligate (commit to) the expenditure of Federal funds, nor does it commit the parties to complete the project. Rather, this agreement sets forth the respective responsibilities as the project proceeds through the scoping process.

Respectfully submitted,



Tony Dublino
Director of Public Works

Attachments: Exhibit 1: Letter of Decision from USDOT FHWA– November 24, 2021
Exhibit 2: FLAP Project Memorandum of Agreement – November 24, 2021
Exhibit 3: FLAP Scoping Fund Transfer Agreement – November 24, 2021



U.S. Department
of Transportation
**Federal Highway
Administration**

Central Federal Lands Highway Division

November 24, 2021

12300 West Dakota Avenue
Suite 380A
Lakewood, CO 80228-2583
Office: 720-963-3698
james.herlyck@dot.gov

In Reply Refer To:
HFPP-16

Mono County
Tony Dublino
Director of Public Works
74 North School Street
Bridgeport, CA 93517
tdublino@mono.ca.gov

Re: CA FLAP MNO 01N04(1) SADDLEBAG LAKE ROAD
California Federal Lands Access Program Project Application

Mr. Dublino:

Congratulations. The California Program Decisions Committee (PDC) has short-listed your application for the above referenced project as a part of the Call for Projects. Your application is no longer competing against other applications. The project's scope of work, costs, and schedule will be further evaluated for the PDC's final decision, likely to be in the fall 2022. The scope, funding, and preliminary schedule are proposed as follows:

Purpose: The purpose of this project is to improve multimodal (primarily vehicular and bicycle) access to Saddlebag Lake and other recreational areas in the Inyo National Forests on Saddlebag Lake Road from CA State Route 120 to the end of county maintenance.

Scope: The scope of this project includes:

- 2.5 miles of rehabilitation and asphalt cement pavement
- Widening to at least 20 feet
- Drainage improvements
- Improving roadside parking

Preliminary Schedule: This project is preliminarily programmed for construction funding in late fiscal year 2027 based on availability of funding. Construction would likely occur in 2028. The actual year funds are obligated for construction may change due to changes to the program and/or program funding.

This is contingent on if Program funding is available. The Federal Lands Access Program is currently authorized under the new Infrastructure Investment and Jobs Act, which is set to expire on September 30, 2026. The FLAP Program, or a similar program where this project can be grandfathered into, would need to be extended, renewed, or created through additional federal legislation.

Funding: The application estimated the project to cost \$4,800,000. The PDC desktop-level estimate of total project cost, including engineering and escalation of construction costs to the program year, is \$6,000,000. Mono County will provide \$10,000 in cash funds. Caltrans will provide \$680,000 in toll credits to meet the 11.47% match requirement. The Federal Lands Access Program will provide \$5,990,000 in cash funds.

Right of Way (ROW) and Utilities: The application does not anticipate ROW or utility impacts for this project. This will be verified through scoping and project development.

Additional PDC Considerations: None.

Project Delivery: The Federal Highway Administration (FHWA), Central Federal Lands Highway Division (CFLHD) will lead the project delivery, construction contracting, and contract administration of this project.

Prior to final selection by the PDC, CFLHD will conduct a scoping effort. This effort will yield Project Delivery Plan (PDP) documents detailing the proposed scope, schedule, and budget anticipated for the project to allow the PDC to finalize the program of projects. The CFLHD Project Manager will be Matt Ambroziak, who can be reached at matthew.ambroziak@dot.gov or (720) 963-3619. Mr. Ambroziak will be contacting you and other project stakeholders shortly to schedule the scoping trip.

As specified under the conditions of the FLAP Project Application, a scoping Funds Transfer Agreement (FTA) will be required between your agency and CFLHD in the amount of \$10,000, along with a Memorandum of Agreement (MOA) establishing the project scope, roles, and responsibilities. The drafts of these agreements are attached to this letter. Please fill in the appropriate information for your agency and email a scanned PDF of the executed versions to Mr. Ambroziak and me by **January 21, 2022**.

The total project cost and associated match may be updated during scoping. The PDC will make the final determination of the total program amount and required match. If the PDC and your agency agree with the project scope and cost estimate once scoping is complete, the PDC will place the project in the final program of projects, the FTA will be modified to include all projected project costs, and a new MOA will be developed and signed by all of the project partners. The PDC determines the final program year for funding based on total available funding and other needs in the program.

We appreciate your interest in the Federal Lands Access Program and look forward to working with you on this project.

Sincerely,

James Herlyck, P.E.
Federal Lands Access Program Manager &
Federal PDC Representative
FHWA-CFLHD

Attachments: Draft Scoping Funds Transfer Agreement and Memorandum of Agreement

cc: Bob Baca, Caltrans, State PDC Representative, bob.baca@dot.ca.gov
Joshua Pack, Butte County, Local PDC Representative for CEAC, jpack@buttecounty.net
John Gay, Imperial County, Alternate Local PDC Representative for CEAC,
johngay@co.imperial.ca.us
Christopher Longley, Planning and Programs Branch Chief, FHWA-CFLHD,
christopher.longley@dot.gov
Jill Locken, Program Manager (Detail Assignment), FHWA-CFLHD, jill.locken@dot.gov
Amanda Peters, Programming (Detail Assignment), FHWA-CFLHD,
amanda.peters@dot.gov
Jeff Sanders, Transportation Planner, FHWA-CFLHD, jeffrey.sanders@dot.gov
Matt Ambroziak, Project Manager, FHWA-CFLHD, matthew.ambroziak@dot.gov
Nora Gamino, Forest Engineer, USFS, nora.gamino@usda.gov
Lesley Yen, INYO Forest Supervisor, USFS, Lesley.yen@usda.gov

FLMA Technical Advisory Group:

Jon Christensen, National Park Service, Jon_Christensen@nps.gov
Amy Marshall, Presidio Trust, amarshall@presidiotrust.gov
Jonna Hildenbrand, US Army Corps of Engineers, Jonna.M.Hildenbrand@usace.army.mil
Robert Paul, US Army Corps of Engineers, Robert.B.Paul@usace.army.mil
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Carrie Scott, US Bureau of Reclamation, cmscott@usbr.gov
Dan Staton, US Bureau of Reclamation, dstaton@usbr.gov
Armando Porras, US Fish and Wildlife Service, armando_porras@fws.gov
Andrea Smith, US Fish and Wildlife Service, andrea_smith@fws.gov
Shanisha Reese, US Forest Service, Shanisha.Reese@usda.gov

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
NOVEMBER 24, 2021

Project: CA FLAP MNO 01N04(1) Saddlebag Lake Road

Limits: SR 120 (Tioga Pass) at Saddlebag Lake Road to the Saddlebag Lake Resort

State: CA

County: Mono County

Owner of Federal Lands to which the Project Provides Access: Inyo National Forest

Entity with Title or Maintenance Responsibility for Facility: Mono County

Type of Work:

Preliminary Engineering: Scoping

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: Federal Highway Administration-Central Federal Lands Highway Division (FHWA-CFLHD); Mono County; Inyo National Forest

The Program Decision Committee approved this project for scoping on: 10/06/2021
Date

AGREED:

Tony Dublino
Director of Public Works
Mono County
Date

xxxxxx
Inyo National Forest
Date

Judy Salomonson
Chief of Business Operations
FHWA-CFLHD
Date

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
NOVEMBER 24, 2021

A. PURPOSE OF THIS AGREEMENT

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental review, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the environmental review process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors, such as issues raised during the environmental review process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

B. AUTHORITY

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

C. PROJECT BACKGROUND/SCOPE

Purpose: The purpose of this project is to improve multimodal (primarily vehicular and bicycle) access to Saddlebag Lake and other recreational areas in the Inyo National Forests on Saddlebag Lake Road from CA State Route 120 to the end of county maintenance.

Scope: The scope of this project includes:

- 2.5 miles of rehabilitation and asphalt cement pavement
- Widening to at least 20 feet
- Drainage improvements
- Improving roadside parking

D. PROJECT BUDGET

Item	Estimated Cost	Comments
Scoping	\$85,000	
Total	\$85,000	

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
NOVEMBER 24, 2021

E. ROLES AND RESPONSIBILITIES

Responsible Party	Product/Service/Role	Comments
FHWA-CFLHD	<ul style="list-style-type: none"> Preliminary engineering towards the development of a Scoping Summary and Project Development Plan (PDP) 	
Mono County	<ul style="list-style-type: none"> Attend reviews and meetings Provide in a timely manner available data as requested by FHWA 	
Inyo National Forest	<ul style="list-style-type: none"> Attend reviews and meetings Provide in a timely manner available data as requested by FHWA 	

F. ROLES AND RESPONSIBILITIES—SCHEDULE

Responsible Lead	Product/Service/Role	Schedule Finish	Comments
FHWA-CFLHD	Scoping	Fall 2022	Project Delivery Plan Development

G. FUNDING

Funding Source	Estimated Funding	Comments
Federal Lands Access Program	\$75,000	
Mono County	\$10,000	11.47% Match
Total	\$85,000	

If during implementation of the project it is determined that the total project cost exceeds \$85,000, the Central Federal Lands Highway Division, Mono County, and Inyo National Forest will either mutually agree to reduce the scope of the project, or execute a modification to this agreement to change funding amounts.

H. MATCHING SHARE REQUIREMENTS

Mono County will provide \$10,000 to meet match requirements.

Matching or cost sharing requirements will be satisfied following the obligation of funds to the project as detailed above in Section G.

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
NOVEMBER 24, 2021

I. PROJECT TEAM MEMBERS—POINTS OF CONTACT

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party’s role and responsibility for this agreement.

Name/Title	Organization	Phone Number/Email
Kalen Dodd Associate Engineer	Mono County	(760)616-4604 kdodd@mono.ca.gov
Nora Gamino Forest Engineer	Inyo National Forest	(xxx) xxx-xxx xxxxx@xxx
Matt Ambroziak FHWA Project Manager	FHWA- CFLHD	(720) 963-3619 matthew.ambroziak@dot.gov

J. CHANGES/AMENDMENTS/ADDENDUMS

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes requiring agreement of all parties include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; and changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

K. ISSUE RESOLUTION PROCEDURES MATRIX

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

FHWA	Mono County	Inyo National Forest	Time
Matt Ambroziak Project Manager	Kalen Dodd Associate Engineer	Nora Gamino Forest Engineer	30 days
Wendy Longley Project Management Branch Chief	Paul Roten County Engineer	xxxx	60 days
Curtis Scott, Chief of Engineering	Tony Dublino Director of Public Works	xxxx	90 days

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
NOVEMBER 24, 2021

L. TERMINATION

This agreement may be terminated by a funding party upon 30 calendar days after written notice to the other parties. This agreement may also be terminated if either the environmental review (or other state environmental compliance) process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the funding parties' financial liabilities shall be in the amount of the applicable share percentages of the total reasonable costs expended on the project prior to the effective date of termination. Reasonable costs shall include all items/services rendered and the costs of any non-cancelable obligations incurred prior to the effective date of termination.

FEDERAL HIGHWAY ADMINISTRATION
FEDERAL LANDS HIGHWAY

FUNDS TRANSFER AGREEMENT

FHWA Agreement No.: 6982AF-22-K-500010
CA FLAP MNO 01N04(1) Saddlebag Lake Road
November 24, 2021

Agency providing funding: Mono County

Agreement amount: \$10,000.00

Period of Performance: From date of signature below to December 1, 2023

Agency receiving funding: Central Federal Lands Highway Division (CFLHD)

This Funds Transfer Agreement (FTA) is to confirm that Mono County has committed to provide, through electronic funds transfer, \$10,000.00 to CFLHD for Saddlebag Lake Road to meet the matching requirements and all conditions set forth in the Memorandum of Agreement (MOA) dated 11/24/21 and any future modifications to the MOA.

FUNDS TRANSFER SUMMARY					
Phase	Amount	Due	Received	Modification #	Comment
Scoping	\$10,000.00	3/1/2022			
Total:	\$10,000.00				

AGENCY FINANCIAL AND CONTACT INFORMATION		
	Mono County	Central Federal Lands Highway Division
DUNS #	xx-xxx-xxx	126-129-936
Financial Contact Information		
Name	Judy Curti	Suzanne Schmidt
Phone	(760)932-5456	(720) 963-3356
E-mail	jcurti@mono.ca.gov	Suzanne.schmidt@dot.gov
Address	PO Box 457 Bridgeport, CA 93517	12300 W. Dakota Ave. Lakewood, CO 80228
Project Contact Information		
Name	Tony Dublino	Matt Ambroziak
Phone	(760) 932-5456	(720) 963-3619
E-mail	tdublino@mono.ca.gov	matthew.ambroziak@dot.gov

Regardless of the estimated costs stated in the MOA, Mono County will provide 11.47% of the total Federal Lands Access Program cost required for the project, or \$10,000.00, whichever is greater, through the construction, closeout, and resolution of any disputes.

CFLHD shall not incur costs which result in matching funds exceeding the maximum cost stated in this Agreement without authorization by the Requesting Agency in the form of written modification to this Agreement.

Tony Dublino, Director Public Works Date
Mono County

Contracting Officer Date
Central Federal Lands Highway Division

FEDERAL HIGHWAY ADMINISTRATION
FEDERAL LANDS HIGHWAY

FUNDS TRANSFER AGREEMENT

FHWA Agreement No.: 6982AF-22-K-500010
CA FLAP MNO 01N04(1) Saddlebag Lake Road
November 24, 2021

CFLHD requests that these payments be made through the US Treasury's website <https://pay.gov>. Pay.gov can be used to make secure electronic payments to any Federal Government Agencies via credit card or direct debit. Payment shall be submitted referencing the FHWA Agreement Number.

Option 1 (Preferred Method)

Plastic card or Automatic Clearing House Payment (ACH Direct Debit)

- Go to Treasury's website – <https://pay.gov>
- Search for Agency Name (Transportation Department)
- Select the appropriate Transportation Agency (Federal Highway Administration)
- Follow the form instructions to make your payment. Note, if making an ACH payment from your bank account, please select ACH Direct Debit as the payment type.

Option 2

Mail check payment to the following address for Paper Check Conversion (PCC) processing:

Make Check Payable To:
DOT FHWA

Mailing Address:
Enterprise Service Center
Federal Aviation Administration
ATTN: AMZ-324/HQ Room 181
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

Notice to customers making payment by check:

- Please notify cfl.finance@dot.gov if mailing a check.
- When you provide a check as payment you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.
- When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

Privacy Act- A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available from our internet site at:

https://www.fiscal.treasury.gov/fsservices/gov/rvnColl/otcNet/rvnColl_otcnet.htm

or call toll free: at 1-866-945-7920 to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 21, 2021

Departments: Public Works - Solid Waste

TIME REQUIRED

SUBJECT Cal Recycle 1383 Model Ordinance

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed ordinance implementing mandatory organic waste disposal reduction pursuant to Senate Bill 1383.

RECOMMENDED ACTION:

Adopt proposed ordinance.

FISCAL IMPACT:

SB1383 compliance places unfunded mandates on jurisdictions. The extent of those impacts are not yet known, as several program specifics are still forthcoming. It is anticipated that the majority of the impacts will be borne by the Solid Waste Enterprise Fund.

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
Staff Report
SB 1383 Enforcement Ordinance
R01-06: Recycled Products Procurement Policy

History

Time	Who	Approval
12/16/2021 6:31 PM	County Counsel	Yes

12/16/2021 1:41 PM

Finance

Yes

12/17/2021 11:42 AM

County Administrative Office

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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

Date: December 21, 2021

To: Honorable Board of Supervisors

From: Justin Nalder, Solid Waste Superintendent / Environmental Manager

Re: Mandatory Organic Waste Disposal Reduction Ordinance

Recommended Action: Adopt proposed ordinance.

Fiscal Impact: SB1383 compliance places unfunded mandates on jurisdictions. The extent of those impacts are not yet known, as several program specifics are still forthcoming. It is anticipated that the majority of the impacts will be borne by the Solid Waste Enterprise Fund.

Background:

The Board may recall the Resolution Opting to Affirm an Exemption from the Requirements of Mandatory Organics Collection Services which was passed on November 9, 2021. SB1383 was primarily designed for population epicenters in California. Mono County represents such a small and insignificant portion of the total organics waste stream that a five-year rural waiver has been offered. Nevertheless, there are still many regulations for which Mono County will be held responsible for enforcing. CalRecycle requires that on or about January 1, 2022, counties demonstrate that they have an enforcement mechanism in place for those remaining regulations. CalRecycle has developed and distributed a model ordinance for counties to adopt that satisfies the requirements of such an enforcement mechanism.

A significant portion of the regulations for which local jurisdictions are required to adopt an enforcement mechanism concerns requirements for commercial edible food generators. The requirements for commercial edible food generators are broken out into two tiers. Tier I generators include supermarkets, grocery stores with a total facility size equal to or greater than 10,000 square feet, food service providers, food distributors and wholesale food vendors. There are no known organizations in Unincorporated Mono County which qualify as a Tier I generator.

Tier II generators include restaurants with 250 or more seats or a total facility size equal to or greater than 5,000 square feet, hotels with an onsite food facility and 200 or more rooms, health facilities with on-site food facility and 100 or more beds, large venues (more than 2,000 people), large events (more than 2,000 people), state agencies with a cafeteria with 250 or more seats, and local education agency facilities with on-site food facilities (school districts, charter schools, office of education).

Based on staff interpretation of the Ordinance and definitions, there will be only a few Tier 2 facilities within unincorporated Mono County – Eastern Sierra Unified School District campuses, and June Mountain Ski Area. State law has established these facilities are required to comply with SB1383 by January 1, 2024

Any Tier 2 generator must contract or enter into an agreement with a food recovery organization to recover a maximum amount of food that would otherwise be disposed. The food recovery organization will be required to maintain records of all collected food.

Capacity planning will be required for edible food recovery as well as organic facility operators.

The enforcement mechanism, which is being proposed as an ordinance, will also need to cover compliance requirements with CalGreen Recycling requirements for construction projects as well as Model Water Efficiency Landscaping Ordinance Requirements. Both of these elements are already being implemented by the Community Development Department. This ordinance will simply be a formal recognition of acceptance and a means for enforcement.

Procurement by all Mono County departments will need to adhere to the Recycled Products Procurement Policy adopted with R01-06. The policy requires purchase of products with contain recycled materials when practicable. The definition of practicable is sufficient in quality, performance, and availability to meet the needs of the application for which it is intended at a reasonable price.

Jurisdictions, by this ordinance, will be authorized to conduct inspections and investigations on containers, loads, facilities and businesses, and private residential properties. Representatives who will conduct the inspections and investigations must be assigned by the jurisdiction. Jurisdiction must also assign a Jurisdiction Enforcement Official or representative to conduct enforcement for violations. The Procedures enforcement and imposition of fines will occur in a manner consistent with the County's current code enforcement procedures and may impose administrative fines as stated in the ordinance.

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

Respectfully submitted,



Justin Nalder
Solid Waste Superintendent

Attachments:

Proposed Ordinance
Recycled Products Procurement Policy



ORDINANCE NO. ORD21-__

**AN ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS IMPLEMENTING MANDATORY ORGANIC WASTE
DISPOSAL REDUCTION PURSUANT TO SENATE BILL 1383**

WHEREAS, State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their Jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires Jurisdictions to implement a Mandatory Commercial Recycling program; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including Jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires Jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

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

SECTION ONE: The Board adopts the following Mandatory Organic Waste Disposal Reduction Ordinance under Title 12 of the Mono County Code, Solid Waste. The first section shall be titled "Definitions" and shall read as follows:

1 “For the purposes of this chapter, the following terms and phrases shall have the
2 following definitions:

- 3 A. “CalRecycle” means California's Department of Resources Recycling and Recovery,
4 which is the Department designated with responsibility for developing, implementing,
5 and enforcing SB 1383 Regulations on Jurisdictions (and others).
- 6 B. “California Code of Regulations” or “CCR” means the State of California Code of
7 Regulations. CCR references in this ordinance are preceded with a number that refers
8 to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
- 9 C. “Commercial Business” or “Commercial” means a firm, partnership, proprietorship,
10 joint-stock company, corporation, or association, whether for-profit or nonprofit, strip
11 mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined
12 in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of
13 fewer than five (5) units is not a Commercial Business for purposes of implementing
14 this ordinance.
- 15 D. “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial
16 Edible Food Generator as defined in this ordinance and as otherwise defined in 14
17 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food
18 Recovery Organizations and Food Recovery Services are not Commercial Edible
19 Food Generators pursuant to 14 CCR Section 18982(a)(7).
- 20 E. “Compliance Review” means a review of records by a Jurisdiction to determine
21 compliance with this ordinance.
- 22 F. “Community Composting” means any activity that composts green material,
23 agricultural material, food material, and vegetative food material, alone or in
24 combination, and the total amount of feedstock and Compost on-site at any one time
25 does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section
26 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
- 27 G. “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated,
28 as of the effective date of this ordinance, that “Compost” means the product resulting
29 from the controlled biological decomposition of organic Solid Wastes that are Source
30 Separated from the municipal Solid Waste stream, or which are separated at a
31 centralized facility.
- 32 H. “Compostable Plastics” or “Compostable Plastic” means plastic materials that meet
the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR
Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).
- I. “Container Contamination” or “Contaminated Container” means a container,
regardless of color, that contains Prohibited Container Contaminants, or as otherwise
defined in 14 CCR Section 18982(a)(55).
- J. “C&D” means construction and demolition debris.
- K. “Designated Source Separated Organic Waste Facility”, as defined in 14 CCR Section
18982(14.5), means a Solid Waste facility that accepts a Source Separated Organic
Waste collection stream as defined in 14 CCR Section 17402(a)(26.6) and complies
with one of the following:
1. The facility is a “transfer/processor,” as defined in 14 CCR Section
18815.2(a)(62), that is in compliance with the reporting requirements of 14
CCR Section 18815.5(d), and meets or exceeds an annual average Source
Separated organic content Recovery rate of 50 percent between January 1,

1 2022 and December 31, 2024 and 75 percent on and after January 1, 2025 as
2 calculated pursuant to 14 CCR Section 18815.5(f) for Organic Waste received
3 from the Source Separated Organic Waste collection stream.

4 a.If a transfer/processor has an annual average Source Separated organic
5 content Recovery rate lower than the rate required in Paragraph 1 of
6 this definition for two (2) consecutive reporting periods, or three (3)
7 reporting periods within three (3) years, the facility shall not qualify as
8 a “Designated Source Separated Organic Waste Facility.”

9 2. The facility is a “composting operation” or “composting facility” as defined in
10 14 CCR Section 18815.2(a)(13), that pursuant to the reports submitted under
11 14 CCR Section 18815.7 demonstrates that the percent of the material
12 removed for landfill disposal that is Organic Waste is less than the percent
13 specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), whichever is
14 applicable, and, if applicable, complies with the digestate handling
15 requirements specified in 14 CCR Section 17896.5.

16 a.If the percent of the material removed for landfill disposal that is
17 Organic Waste is more than the percent specified in 14 CCR Section
18 17409.5.8(c)(2) or 17409.5.8(c)(3), for two (2) consecutive reporting
19 periods, or three (3) reporting periods within three (3) years, the
20 facility shall not qualify as a “Designated Source Separated Organic
21 Waste Facility.” For the purposes of this ordinance, the reporting
22 periods shall be consistent with those defined in 14 CCR Section
23 18815.2(a)(49).

24 L. “Designee” means an entity that a Jurisdiction contracts with or otherwise arranges to
25 carry out any of the Jurisdiction’s responsibilities of this ordinance as authorized in
26 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private
27 entity, or a combination of those entities.

28 M. “Edible Food” means food intended for human consumption, or as otherwise defined
29 in 14 CCR Section 18982(a)(18). For the purposes of this ordinance, or as otherwise
30 defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is
31 recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7,
32 Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the
food safety requirements of the California Retail Food Code.

N. “Enforcement Action” means an action of the Jurisdiction to address non-compliance
with this ordinance including, but not limited to, issuing administrative citations,
fines, penalties, or using other remedies.

O. “Excluded Waste” means hazardous substance, hazardous waste, infectious waste,
designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive
waste, and toxic substances or material that facility operator(s), which receive
materials from the Jurisdiction and its generators, reasonably believe(s) would, as a
result of or upon acceptance, transfer, processing, or disposal, be a violation of local,
State, or Federal law, regulation, or ordinance, including: land use restrictions or
conditions, waste that cannot be disposed of in Class III landfills or accepted at the
facility by permit conditions, waste that in Jurisdictions, or its Designee’s reasonable
opinion would present a significant risk to human health or the environment, cause a
nuisance or otherwise create or expose Jurisdiction, or its Designee, to potential
liability; but not including de minimis volumes or concentrations of waste of a type
and amount normally found in Single-Family or Multi-Family Solid Waste after

1 implementation of programs for the safe collection, processing, recycling, treatment,
2 and disposal of batteries and paint in compliance with Sections 41500 and 41802 of
3 the California Public Resources Code. Excluded Waste does not include used motor
4 oil and filters, household batteries, universal wastes, and/or latex paint when such
5 materials are defined as allowable materials for collection through the Jurisdiction's
6 collection programs and the generator or customer has properly placed the materials
7 for collection pursuant to instructions provided by Jurisdiction or its Designee for
8 collection services.

9
10 P. "Food Distributor" means a company that distributes food to entities including, but
11 not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR
12 Section 18982(a)(22).

13 Q. "Food Facility" has the same meaning as in Section 113789 of the Health and Safety
14 Code.

15 R. "Food Recovery" means actions to collect and distribute food for human consumption
16 that otherwise would be disposed, or as otherwise defined in 14 CCR Section
17 18982(a)(24).

18 S. "Food Recovery Organization" means an entity that engages in the collection or
19 receipt of Edible Food from Commercial Edible Food Generators and distributes that
20 Edible Food to the public for Food Recovery either directly or through other entities
21 or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited
22 to:

- 23 1. A food bank, as defined in Section 113783 of the Health and Safety Code;
- 24 2. A nonprofit charitable organization, as defined in Section 113841 of the
25 Health and Safety code; and,
- 26 3. A nonprofit charitable temporary food facility, as defined in Section 113842
27 of the Health and Safety Code.

28 A Food Recovery Organization is not a Commercial Edible Food Generator for
29 the purposes of this ordinance and implementation of 14 CCR, Division 7,
30 Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

31 If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization
32 differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall
apply to this ordinance.

33 T. "Food Recovery Service" means a person or entity that collects and transports Edible
34 Food from a Commercial Edible Food Generator to a Food Recovery Organization or
35 other entities for Food Recovery, or as otherwise defined in 14 CCR Section
36 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator
37 for the purposes of this ordinance and implementation of 14 CCR, Division 7,
38 Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

39 U. "Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat,
40 poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells.
41 Food Scraps excludes fats, oils, and grease when such materials are Source Separated
42 from other Food Scraps.

43 V. "Food Service Provider" means an entity primarily engaged in providing food
44 services to institutional, governmental, Commercial, or industrial locations of others
45 based on contractual arrangements with these types of organizations, or as otherwise
46 defined in 14 CCR Section 18982(a)(27).

- 1 W. "Food-Soiled Paper" is compostable paper material that has come in contact with
2 food or liquid, such as, but not limited to, compostable paper plates, paper coffee
3 cups, napkins, pizza boxes, and milk cartons.
- 4 X. "Food Waste" means Food Scraps.
- 5 Y. "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry
6 goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is
7 not separately owned within the store where the food is prepared and served,
8 including a bakery, deli, and meat and seafood departments, or as otherwise defined
9 in 14 CCR Section 18982(a)(30).
- 10 Z. "Hauler Route" means the designated itinerary or sequence of stops for each segment
11 of the Jurisdiction's collection service area, or as otherwise defined in 14 CCR
12 Section 18982(a)(31.5).
- 13 AA. "High Diversion Organic Waste Processing Facility" means a facility that is in
14 compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets
15 or exceeds an annual average Mixed Waste organic content Recovery rate of 50
16 percent between January 1, 2022 and December 31, 2024, and 75 percent after
17 January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic
18 Waste received from the "Mixed waste organic collection stream" as defined in 14
19 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section
20 18982(a)(33).
- 21 BB. "Inspection" means a site visit where a Jurisdiction reviews records, containers,
22 and an entity's collection, handling, recycling, or landfill disposal of Organic Waste
23 or Edible Food handling to determine if the entity is complying with requirements set
24 forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).
- 25 CC. "Jurisdiction" means Unincorporated Mono County.
- 26 DD. "Jurisdiction Enforcement Official" means the city manager, county
27 administrative official, chief operating officer, executive director, or other executive
28 in charge or their authorized Designee(s) who is/are partially or whole responsible for
29 enforcing the ordinance. See also "Regional or County Agency Enforcement
30 Official."
- 31 EE. "Large Event" means an event, including, but not limited to, a sporting event or a flea
32 market, that charges an admission price, or is operated by a local agency, and serves
an average of more than 2,000 individuals per day of operation of the event, at a
location that includes, but is not limited to, a public, nonprofit, or privately owned
park, parking lot, golf course, street system, or other open space when being used for
an event. If the definition in 14 CCR Section 18982(a)(38) differs from this
definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this
ordinance.
- FF. "Large Venue" means a permanent venue facility that annually seats or serves an
average of more than 2,000 individuals within the grounds of the facility per day of
operation of the venue facility. For purposes of this ordinance and implementation of
14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a
public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall,
amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse
track, performing arts center, fairground, museum, theater, or other public attraction
facility. For purposes of this ordinance and implementation of 14 CCR, Division 7,
Chapter 12, a site under common ownership or control that includes more than one

1 Large Venue that is contiguous with other Large Venues in the site, is a single Large
2 Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition,
the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

3 GG. “Local Education Agency” means a school district, charter school, or county
4 office of education that is not subject to the control of city or county regulations
related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

5 HH. “Mixed Waste Organic Collection Stream” or “Mixed Waste” means Organic
6 Waste collected in a container that is required by 14 CCR Sections 18984.1, 18984.2
7 or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility or as
otherwise defined in 14 CCR Section 17402(a)(11.5).

8 II. “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or
9 pertaining to residential premises with five (5) or more dwelling units. Multi-Family
10 premises do not include hotels, motels, or other transient occupancy facilities, which
are considered Commercial Businesses.

11 JJ. “MWELo” refers to the Model Water Efficient Landscape Ordinance (MWELo), 23
12 CCR, Division 2, Chapter 2.7.

13 KK. “Non-Compostable Paper” includes but is not limited to paper that is coated in a
14 plastic material that will not breakdown in the composting process, or as otherwise
defined in 14 CCR Section 18982(a)(41).

15 LL. “Non-Local Entity” means the following entities that are not subject to the
16 Jurisdiction’s enforcement authority, or as otherwise defined in 14 CCR Section
18982(a)(42):

- 17 1. Special district(s) located within the boundaries of the Jurisdiction, including
fire districts and water districts.
- 18 2. Federal facilities, including military installations, located within the
19 boundaries of the Jurisdiction, including United States Marine Corps
Mountain Warfare Training Center.
- 20 3. Facilities operated by the State park system located within the boundaries of
21 the Jurisdiction, including Bodie State Park.
- 22 4. State agencies located within the boundaries of the Jurisdiction, including
23 CalTrans and California Highway Patrol.

24 MM. “Notice of Violation (NOV)” means a notice that a violation has occurred that
25 includes a compliance date to avoid an action to seek penalties, or as otherwise
defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section
18995.4.

26 NN. “Organic Waste” means Solid Wastes containing material originated from living
27 organisms and their metabolic waste products, including but not limited to food,
28 green material, landscape and pruning waste, organic textiles and carpets, lumber,
wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and
29 sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and
digestate are as defined by 14 CCR Section 18982(a).

30 OO. “Organic Waste Generator” means a person or entity that is responsible for the
31 initial creation of Organic Waste, or as otherwise defined in 14 CCR Section
32 18982(a)(48).

1 PP. "Paper Products" include, but are not limited to, paper janitorial supplies, cartons,
2 wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and
3 toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

4 QQ. "Printing and Writing Papers" include, but are not limited to, copy, xerographic,
5 watermark, cotton fiber, offset, forms, computer printout paper, white wove
6 envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and
7 other uncoated writing papers, posters, index cards, calendars, brochures, reports,
8 magazines, and publications, or as otherwise defined in 14 CCR Section
9 18982(a)(54).

10 RR. "Recovered Organic Waste Products" means products made from California,
11 landfill-diverted recovered Organic Waste processed in a permitted or otherwise
12 authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

13 SS. "Recovery" means any activity or process described in 14 CCR Section 18983.1(b),
14 or as otherwise defined in 14 CCR Section 18982(a)(49).

15 TT. "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that
16 consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise
17 defined in 14 CCR Section 18982(a)(61).

18 UU. "Regional Agency" means regional agency as defined in Public Resources Code
19 Section 40181.

20 VV. "Remote Monitoring" means the use of the internet of things (IoT) and/or wireless
21 electronic devices to visualize the contents of containers for purposes of identifying
22 the quantity of materials in containers (level of fill) and/or presence of Prohibited
23 Container Contaminants.

24 WW. "Renewable Gas" means gas derived from Organic Waste that has been diverted
25 from a California landfill and processed at an in-vessel digestion facility that is
26 permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as
27 otherwise defined in 14 CCR Section 18982(a)(62).

28 XX. "Restaurant" means an establishment primarily engaged in the retail sale of food
29 and drinks for on-premises or immediate consumption, or as otherwise defined in 14
30 CCR Section 18982(a)(64).

31 YY. "Route Review" means a visual Inspection of containers along a Hauler Route for
32 the purpose of determining Container Contamination, and may include mechanical
Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR
Section 18982(a)(65).

ZZ. "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September
19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the
Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652)
to Part 3 of Division 30 of the Public Resources Code, establishing methane
emissions reduction targets in a Statewide effort to reduce emissions of short-lived
climate pollutants as amended, supplemented, superseded, and replaced from time to
time.

AAA. "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the
purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste
Reduction regulations developed by CalRecycle and adopted in 2020 that created 14
CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27
CCR.

1 BBB. "Self-Hauler" means a person, who hauls Solid Waste, Organic Waste or
2 recyclable material he or she has generated to another person. Self-hauler also
3 includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section
4 18982(a)(66). Back-haul means generating and transporting Organic Waste to a
5 destination owned and operated by the generator using the generator's own
6 employees and equipment, or as otherwise defined in 14 CCR Section
7 18982(a)(66)(A).

8 CCC. "Single-Family" means of, from, or pertaining to any residential premises with
9 fewer than five (5) units.

10 DDD. "Solid Waste" has the same meaning as defined in State Public Resources Code
11 Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid,
12 semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes,
13 industrial wastes, demolition and construction wastes, abandoned vehicles and parts
14 thereof, discarded home and industrial appliances, dewatered, treated, or chemically
15 fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid
16 and semi-solid wastes, and other discarded solid and semisolid wastes, with the
17 exception that Solid Waste does not include any of the following wastes:

- 18 1. Hazardous waste, as defined in the State Public Resources Code Section
19 40141.
- 20 2. Radioactive waste regulated pursuant to the State Radiation Control Law
21 (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of
22 the State Health and Safety Code).
- 23 3. Medical waste regulated pursuant to the State Medical Waste Management
24 Act (Part 14 (commencing with Section 117600) of Division 104 of the State
25 Health and Safety Code). Untreated medical waste shall not be disposed of in
26 a Solid Waste landfill, as defined in State Public Resources Code Section
27 40195.1. Medical waste that has been treated and deemed to be Solid Waste
28 shall be regulated pursuant to Division 30 of the State Public Resources Code.

29 EEE. "Source Separated" means materials, including commingled recyclable materials,
30 that have been separated or kept separate from the Solid Waste stream, at the point of
31 generation, for the purpose of additional sorting or processing those materials for
32 recycling or reuse in order to return them to the economic mainstream in the form of
raw material for new, reused, or reconstituted products, which meet the quality
standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR
Section 17402.5(b)(4).

FFF. "State" means the State of California.

GGG. "Supermarket" means a full-line, self-service retail store with gross annual sales
of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery,
canned goods, or nonfood items and some perishable items, or as otherwise defined in
14 CCR Section 18982(a)(71).

HHH. "Tier One Commercial Edible Food Generator" means a Commercial Edible Food
Generator that is one of the following:

1. Supermarket.
2. Grocery Store with a total facility size equal to or greater than 10,000 square
feet.
3. Food Service Provider.

4. Food Distributor.
5. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

III. “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
2. Hotel with an on-site Food Facility and 200 or more rooms.
3. Health facility with an on-site Food Facility and 100 or more beds.
4. Large Venue.
5. Large Event.
6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
7. A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

JJJ. “Uncontainerized Green Waste and Yard Waste Collection Service” or “Uncontainerized Service” means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator’s house or place of business for collection and transport to a facility that recovers Source Separated Organic Waste, or as otherwise defined in 14 CCR Section 189852(a)(75).

KKK. “Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

SECTION TWO: The next section, located under Title 12 of the Mono County Code, shall be titled “Requirements for Commercial Edible Food Generators” and shall read as follows:

- A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section 9 commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- C. Commercial Edible Food Generators shall comply with the following requirements:
 1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

2. Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
4. Allow Jurisdiction's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - iii. The established frequency that food will be collected or self-hauled.
 - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

D. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

SECTION THREE: The next section, located under Title 12 of the Mono County Code, shall be titled "Requirements for Food Recovery Organizations, Services and Jurisdictions" and shall read as follows:

A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

- 1 2. The quantity in pounds of Edible Food collected from each Commercial
2 Edible Food Generator per month.
- 3 3. The quantity in pounds of Edible Food transported to each Food Recovery
4 Organization per month.
- 5 4. The name, address, and contact information for each Food Recovery
6 Organization that the Food Recovery Service transports Edible Food to for
7 Food Recovery.

8 B. Food Recovery Organizations collecting or receiving Edible Food directly from
9 Commercial Edible Food Generators, via a contract or written agreement established
10 under 14 CCR Section 18991.3(b), shall maintain the following records, or as
11 otherwise specified by 14 CCR Section 18991.5(a)(2):

- 12 1. The name, address, and contact information for each Commercial Edible Food
13 Generator from which the organization receives Edible Food.
- 14 2. The quantity in pounds of Edible Food received from each Commercial Edible
15 Food Generator per month.
- 16 3. The name, address, and contact information for each Food Recovery Service
17 that the organization receives Edible Food from for Food Recovery.

18 C. Food Recovery Organizations and Food Recovery Services that have their primary
19 address physically located in the Jurisdiction and contract with or have written
20 agreements with one or more Commercial Edible Food Generators pursuant to 14
21 CCR Section 18991.3(b) shall report to the Jurisdiction it is located in the total
22 pounds of Edible Food recovered in the previous calendar year from the Tier One and
23 Tier Two Commercial Edible Food Generators they have established a contract or
24 written agreement with pursuant to 14 CCR Section 18991.3(b) no later than
25 February 1st of each year.

26 D. Food Recovery Capacity Planning

- 27 1. Food Recovery Services and Food Recovery Organizations. In order to
28 support Edible Food Recovery capacity planning assessments or other studies
29 conducted by the County, City, special district that provides solid waste
30 collection services, or its designated entity, Food Recovery Services and Food
31 Recovery Organizations operating in the Jurisdiction shall provide
32 information and consultation to the Jurisdiction, upon request, regarding
existing, or proposed new or expanded, Food Recovery capacity that could be
accessed by the Jurisdiction and its Commercial Edible Food Generators. A
Food Recovery Service or Food Recovery Organization contacted by the
Jurisdiction shall respond to such request for information within 60 days,
unless a shorter timeframe is otherwise specified by the Jurisdiction.
2. Jurisdictions for the purpose of this subsection are cities or special districts
that provide solid waste collection services, and regional agencies located
within the county shall conduct Edible Food Recovery capacity planning, in
coordination with the county.
 - a. If the county identifies that new or expanded capacity to recover
Edible Food is needed, then each Jurisdiction within the county that
lacks capacity shall:
 - i. Submit an implementation schedule to CalRecycle and the
county that demonstrates how it will ensure there is enough

1 new or expanded capacity to recover the Edible Food currently
2 disposed by Commercial Edible Food Generators within its
3 Jurisdiction by the end of the reporting period set forth in 14
4 CCR Section 18992.3. The implementation schedule shall
include the information specified in 14 CCR Section
18992.2(c)(1)(A).

5 ii. Consult with Food Recovery Organizations and Food Recovery
6 Services regarding existing or proposed new and expanded
7 capacity that could be accessed by the Jurisdiction and its
Commercial Edible Food Generators.

8 b.If the county finds that new or expanded capacity is needed, the county
shall notify the Jurisdiction(s) that lack sufficient capacity.

9 c.A city or special district that provides solid waste collection services,
10 or Regional Agency contacted by the county pursuant to this Section
11 shall respond to the county’s request for information within 120 days
12 of receiving the request from the county, unless a shorter timeframe is
otherwise specified by the county.

13 **SECTION FOUR:** The next section, located under Title 12 of the Mono County Code,
14 shall be titled “Requirements for Facility Operators” and shall read as follows:

- 15 A. Owners of facilities, operations, and activities that recover Organic Waste, including,
16 but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-
17 owned treatment works shall, upon Jurisdiction request, provide information
18 regarding available and potential new or expanded capacity at their facilities,
19 operations, and activities, including information about throughput and permitted
capacity necessary for planning purposes. Entities contacted by the Jurisdiction shall
respond within 60 days.
- 20 B. Community Composting operators, upon Jurisdiction request, shall provide
21 information to the Jurisdiction to support Organic Waste capacity planning, including,
22 but not limited to, an estimate of the amount of Organic Waste anticipated to be
23 handled at the Community Composting operation. Entities contacted by the
Jurisdiction shall respond within 60 days.

24 **SECTION FIVE:** The next section, located under Title 12 of the Mono County Code,
25 shall be titled “Compliance with CALGreen Recycling Requirements” and shall read as follows:

- 26 A. Persons applying for a permit from the Jurisdiction for new construction and building
27 additions and alternations shall comply with the requirements of this Section and all
28 required components of the California Green Building Standards Code, 24 CCR, Part
29 11, known as CALGreen, as amended, if its project is covered by the scope of
30 CALGreen or more stringent requirements of the Jurisdiction. If the requirements of
CALGreen are more stringent then the requirements of this Section, the CALGreen
requirements shall apply. Project applicants shall refer to Jurisdiction’s building
and/or planning code for complete CALGreen requirements.
- 31 B. For projects covered by CALGreen or more stringent requirements of the Jurisdiction,
32 the applicants must, as a condition of the Jurisdiction’s permit approval, comply with
the following:

- 1 1. Where five (5) or more Multi-Family dwelling units are constructed on a
2 building site, provide readily accessible areas that serve occupants of all
3 buildings on the site and are identified for the storage and collection of
4 materials.
- 5 2. Comply with CALGreen requirements and applicable law related to
6 management of C&D, including diversion of Organic Waste in C&D from
7 disposal.

8 **SECTION SIX:** The next section, located under Title 12 of the Mono County Code, shall
9 be titled “Water Efficient Landscaping Requirements” and shall read as follows:

- 10 A. Property owners or their building or landscape designers, including anyone requiring
11 a building or planning permit, plan check, or landscape design review from the
12 Jurisdiction, who are constructing a new (Single-Family, Multi-Family, public,
13 institutional, or Commercial) project with a landscape area greater than 500 square
14 feet, or rehabilitating an existing landscape with a total landscape area greater than
15 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the
16 MWELO, including sections related to use of Compost and mulch as delineated in
17 this Section 14.
- 18 B. The following Compost and mulch use requirements that are part of the MWELO are
19 now also included as requirements of this ordinance. Other requirements of the
20 MWELO are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.
- 21 C. Property owners or their building or landscape designers that meet the threshold for
22 MWELO compliance outlined in Section 14(a) above shall:
 - 23 1. Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELO, which
24 requires the submittal of a landscape design plan with a soil preparation,
25 mulch, and amendments section to include the following:
 - 26 a. For landscape installations, Compost at a rate of a minimum of four
27 cubic yards per 1,000 square feet of permeable area shall be
28 incorporated to a depth of six (6) inches into the soil. Soils with greater
29 than six percent (6%) organic matter in the top six (6) inches of soil
30 are exempt from adding Compost and tilling.
 - 31 b. For landscape installations, a minimum three- (3-) inch layer of mulch
32 shall be applied on all exposed soil surfaces of planting areas except in
turf areas, creeping or rooting groundcovers, or direct seeding
applications where mulch is contraindicated. To provide habitat for
beneficial insects and other wildlife up to five percent (5%) of the
landscape area may be left without mulch. Designated insect habitat
must be included in the landscape design plan as such.
 - c. Organic mulch materials made from recycled or post-consumer
materials shall take precedence over inorganic materials or virgin
forest products unless the recycled post-consumer organic products are
not locally available. Organic mulches are not required where
prohibited by local fuel modification plan guidelines or other
applicable local ordinances.
 2. The MWELO compliance items listed in this Section are not an inclusive list
of MWELO requirements; therefore, property owners or their building or
landscape designers that meet the threshold for MWELO compliance outlined
in Section 14(a) shall consult the full MWELO for all requirements.

1 D. If, after the adoption of this ordinance, the California Department of Water
2 Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7,
3 Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWWELO September 15, 2015
4 requirements in a manner that requires Jurisdictions to incorporate the requirements
5 of an updated MWELO in a local ordinance, and the amended requirements include
6 provisions more stringent than those required in this Section, the revised requirements
7 of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

8 **SECTION SEVEN:** The next section, located under Title 12 of the Mono County Code,
9 shall be titled "Procurement Requirements for Jurisdiction Departments, Direct Service
10 Providers, and Vendors" and shall read as follows:

- 11 A. Jurisdiction departments, and direct service providers to the Jurisdiction, as
12 applicable, must comply with the Jurisdiction's Recycled Products Procurement
13 Policy adopted on January 16, 2001.
- 14 B. All vendors providing Paper Products and Printing and Writing Paper shall:
- 15 1. If fitness and quality are equal, provide Recycled-Content Paper Products and
16 Recycled-Content Printing and Writing Paper that consists of at least 30
17 percent, by fiber weight, postconsumer fiber instead of non-recycled products
18 whenever recycled Paper Products and Printing and Writing Paper are
19 available at the same or lesser total cost than non-recycled items.
 - 20 2. Provide Paper Products and Printing and Writing Paper that meet Federal
21 Trade Commission recyclability standard as defined in 16 Code of Federal
22 Regulations (CFR) Section 260.12.
 - 23 3. Provide records to the Jurisdiction's Recovered Organic Waste Product
24 procurement recordkeeping Designee, in accordance with the Jurisdiction's
25 Recycled-Content Paper procurement policy(ies) of all Paper Products and
26 Printing and Writing Paper purchases within thirty (30) days of the purchase
27 (both recycled-content and non-recycled content, if any is purchased) made by
28 any division or department or employee of the Jurisdiction. Records shall
29 include a copy (electronic or paper) of the invoice or other documentation of
30 purchase, written certifications as required in Sections 15(b)(3) and 15(b)(4)
31 of this ordinance for recycled-content purchases, purchaser name, quantity
32 purchased, date purchased, and recycled content (including products that
contain none), and if non-recycled content Paper Products or Printing and
Writing Papers are provided, include a description of why Recycled-Content
Paper Products or Printing and Writing Papers were not provided.

25 **SECTION EIGHT:** The next section, located under Title 12 of the Mono County Code,
26 shall be titled "Inspections and Investigations by Jurisdictions" and shall read as follows:

- 27 A. Jurisdiction representatives and/or its designated entity, including Designees are
28 authorized to conduct Inspections and investigations, at random or otherwise, of any
29 collection container, collection vehicle loads, or transfer, processing, or disposal
30 facility for materials collected from generators, or Source Separated materials to
31 confirm compliance with this ordinance by Organic Waste Generators, Commercial
32 Businesses (including Multi-Family Residential Dwellings), property owners,
Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services,
and Food Recovery Organizations, subject to applicable laws. This Section does not
allow Jurisdiction to enter the interior of a private residential property for Inspection.

- 1 B. Regulated entity shall provide or arrange for access during all Inspections (with the
2 exception of residential property interiors) and shall cooperate with the Jurisdiction's
3 employee or its designated entity/Designee during such Inspections and
4 investigations. Such Inspections and investigations may include confirmation of
5 proper placement of materials in containers, Edible Food Recovery activities, records,
6 or any other requirement of this ordinance described herein. Failure to provide or
7 arrange for: (i) access to an entity's premises; or (ii) access to records for any
8 Inspection or investigation is a violation of this ordinance and may result in penalties
9 described.
- 10 C. Any records obtained by a Jurisdiction during its Inspections, and other reviews shall
11 be subject to the requirements and applicable disclosure exemptions of the Public
12 Records Act as set forth in Government Code Section 6250 et seq.
- 13 D. (d) Jurisdiction representatives, its designated entity, and/or Designee are authorized
14 to conduct any Inspections, or other investigations as reasonably necessary to further
15 the goals of this ordinance, subject to applicable laws.
- 16 E. (e) Jurisdiction shall receive written complaints from persons regarding an entity that
17 may be potentially non-compliant with SB 1383 Regulations, including receipt of
18 anonymous complaints.

19 **SECTION NINE:** The next section, located under Title 12 of the Mono County Code,
20 shall be titled "Enforcement" and shall read as follows:

- 21 A. Violation of any provision of this ordinance shall constitute grounds for issuance of a
22 Notice of Violation and assessment of a fine by a Jurisdiction Enforcement Official or
23 representative. Enforcement Actions under this ordinance are issuance of an
24 administrative citation and assessment of a fine. The Jurisdiction's procedures on
25 imposition of administrative fines are hereby incorporated in their entirety, as
26 modified from time to time, and shall govern the imposition, enforcement, collection,
27 and review of administrative citations issued to enforce this ordinance and any rule or
28 regulation adopted pursuant to this ordinance, except as otherwise indicated in this
29 ordinance.
- 30 B. Other remedies allowed by law may be used, including civil action or prosecution as
31 misdemeanor or infraction. Jurisdiction may pursue civil actions in the California
32 courts to seek recovery of unpaid administrative citations. Jurisdiction may choose to
delay court action until such time as a sufficiently large number of violations, or
cumulative size of violations exist such that court action is a reasonable use of
Jurisdiction staff and resources.
- C. Responsible Entity for Enforcement
1. Enforcement pursuant to this ordinance may be undertaken by the Jurisdiction
Enforcement Official, or their designated entity, legal counsel, or combination
thereof.
 - a. Jurisdiction Enforcement Official(s) will interpret ordinance;
determine the applicability of waivers, if violation(s) have occurred;
implement Enforcement Actions; and, determine if compliance
standards are met
 - b. Jurisdiction Enforcement Official(s) may issue Notices of Violation(s).
- D. Process for Enforcement

- 1 1. Jurisdiction Enforcement Officials and/or their Designee will monitor
2 compliance with the ordinance randomly and through Compliance Reviews,
3 Route Reviews, investigation of complaints, and an Inspection program.
4 Section 16 establishes Jurisdiction’s right to conduct Inspections and
5 investigations.
- 6 2. Jurisdiction may issue an official notification to notify regulated entities of its
7 obligations under the ordinance.
- 8 3. Jurisdiction shall issue a Notice of Violation requiring compliance within 60
9 days of issuance of the notice.
- 10 4. Absent compliance by the respondent within the deadline set forth in the
11 Notice of Violation, Jurisdiction shall commence an action to impose
12 penalties, via an administrative citation and fine, pursuant to the requirements
13 contained in Section 17(k), Table 1, List of Violations.
- 14 5. Notices shall be sent to “owner” at the official address of the owner
15 maintained by the tax collector for the Jurisdiction or if no such address is
16 available, to the owner at the address of the dwelling or Commercial property
17 or to the party responsible for paying for the collection services, depending
18 upon available information.

19 E. Penalty Amounts for Types of Violations. The penalty levels are as follows:

- 20 1. For a first violation, the amount of the base penalty shall be \$50 to \$100 per
21 violation.
- 22 2. For a second violation, the amount of the base penalty shall be \$100 to \$200
23 per violation.
- 24 3. For a third or subsequent violation, the amount of the base penalty shall be
25 \$250 to \$500 per violation.

26 F. Factors Considered in Determining Penalty Amount. The following factors shall be
27 used to determine the amount of the penalty for each violation within the appropriate
28 penalty amount range:

- 29 1. The nature, circumstances, and severity of the violation(s).
- 30 2. The violator’s ability to pay.
- 31 3. The willfulness of the violator's misconduct.
- 32 4. Whether the violator took measures to avoid or mitigate violations of this
chapter.
5. Evidence of any economic benefit resulting from the violation(s).
6. The deterrent effect of the penalty on the violator.
7. Whether the violation(s) were due to conditions outside the control of the
violation.

G. Compliance Deadline Extension Considerations. The Jurisdiction may extend the
compliance deadlines set forth in a Notice of Violation issued in accordance with
Section 17 if it finds that there are extenuating circumstances beyond the control of
the respondent that make compliance within the deadlines impracticable, including
the following:

- 1 1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies
2 or natural disasters;
- 3 2. Delays in obtaining discretionary permits or other government agency
4 approvals; or,
- 5 3. Deficiencies in Organic Waste recycling infrastructure or Edible Food
6 Recovery capacity and the Jurisdiction is under a corrective action plan with
7 CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

8 H. Appeals Process. Persons receiving an administrative citation containing a penalty for
9 an uncorrected violation may request a hearing to appeal the citation. A hearing will
10 be held only if it is requested within the time prescribed and consistent with
11 Jurisdiction’s procedures in the Jurisdiction’s codes for appeals of administrative
12 citations. Evidence may be presented at the hearing. The Jurisdiction will appoint a
13 hearing officer who shall conduct the hearing and issue a final written order.

14 I. Education Period for Non-Compliance. Beginning January 30, 2022 and through
15 December 31, 2023, Jurisdiction will conduct Inspections, Route Reviews or waste
16 evaluations, and Compliance Reviews, depending upon the type of regulated entity, to
17 determine compliance, and if Jurisdiction determines that Organic Waste Generator,
18 Tier One Commercial Edible Food Generator, Food Recovery Organization, Food
19 Recovery Service, or other entity is not in compliance, it shall provide educational
20 materials to the entity describing its obligations under this ordinance and a notice that
21 compliance is required starting January 30, 2022, and that violations may be subject
22 to administrative civil penalties starting on January 1, 2024.

23 J. Civil Penalties for Non-Compliance. Beginning January 1, 2024, if the Jurisdiction
24 determines that an Organic Waste Generator, Tier One or Tier Two Commercial
25 Edible Food Generator, Food Recovery Organization, Food Recovery Service, or
26 other entity is not in compliance with this ordinance, it shall document the
27 noncompliance or violation, issue a Notice of Violation, and take Enforcement Action
28 pursuant to Section 17, as needed. Beginning January 1, 2024, if the Jurisdiction
29 determines that an Organic Waste Generator, Tier One or Tier Two Commercial
30 Edible Food Generator, Food Recovery Organization, Food Recovery Service, or
31 other entity is not in compliance with this ordinance, it shall document the
32 noncompliance or violation, issue a Notice of Violation, and take Enforcement Action
pursuant to Section 17, as needed.

SECTION TEN: This ordinance shall become effective 30 days from the date of its
adoption and final passage, which appears immediately below. The Clerk of the Board of
Supervisors shall post this ordinance and also publish it in the manner prescribed by Government
Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the
Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take
effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2021,
by the following vote, to wit:

AYES:

NOES:

ABSENT:

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ABSTAIN:

Jennifer Kreitz, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



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5 **RESOLUTION NO. R01-06**
6 **BOARD OF SUPERVISORS, COUNTY OF MONO**

7 **A RESOLUTION ESTABLISHING A PROCUREMENT POLICY THAT PROMOTES**
8 **THE PURCHASE OF PRODUCTS MADE WITH RECYCLED MATERIAL**
9 **AND PRODUCTS WHICH ARE RECYCLABLE**

10 **WHEREAS**, the California Integrated Waste Management Act of 1989 (AB939) mandates that
11 all jurisdiction in California implement programs to reduce waste generation and decrease the
12 amount of waste sent to landfills; and,

13
14 **WHEREAS**, the purchase of products containing recycled materials conserves resources and
15 supports market development for recyclable materials, including those collected locally; and,

16
17 **WHEREAS**, the County of Mono can serve in a leadership role for local residents and
18 businesses in promoting the philosophy of recycling and the purchase of products made with
19 recycled materials;

20 **NOW, THEREFORE, BE IT RESOLVED** that the Mono County Board of Supervisors hereby
21 adopts the Recycled Products Procurement Policy attached hereto and incorporated herein,
22 directs all County departments and divisions to implement said policy, and authorizes the
23 Director of Public Works to revise and update said policy when necessary to meet the needs of
24 the County and reflect changing market conditions.

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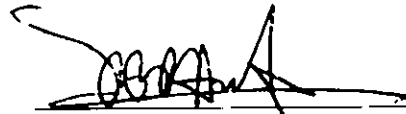
APPROVED AND ADOPTED this 16th day of January, 2001, by the following vote of the Board of Supervisors, County of Mono:

AYES : Supervisors Cecil, Farnetti, Hunt and Pipersky.

NOES : None.

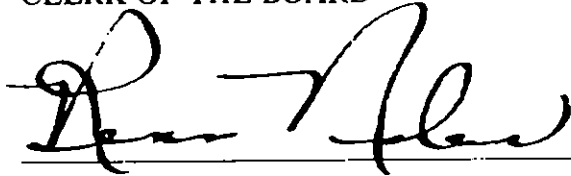
ABSENT : Supervisor Ronci.

ABSTAIN : None.

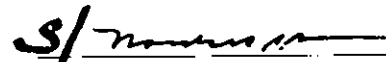


**BYNG HUNT, CHAIRMAN
BOARD OF SUPERVISORS
COUNTY OF MONO**

ATTEST:
RENN NOLAN
CLERK OF THE BOARD



APPROVED AS TO FORM:



**MARSHALL S. RUDOLPH
COUNTY COUNSEL**

RECYCLED PRODUCTS PROCUREMENT POLICY

COUNTY OF MONO

PURPOSE

The purpose of this procurement policy is to establish purchasing criteria for the County of Mono to encourage the use of products containing recycled materials and products that are recyclable. This policy is enacted to demonstrate compliance with Public Resources Code, sections 41300, et. seq.

When put into practice, this policy can achieve the following objectives:

1. Purchasing products that contain recycled material helps develop markets and creates a demand for recyclables collected locally, thus "completing the recycling loop;"
2. Purchasing products that are recyclable allows the County to divert waste from the landfill, resulting in a disposal cost savings and a conservation of disposal capacity;
3. Discouraging the wasteful practice of discarding materials that otherwise have a functional value will help preserve natural resources; and,
4. Adopting this policy provides local leadership in promoting such purchasing practices among businesses and the general public, and reflects the County's commitment to effective long-term solid waste solutions.

DEFINITIONS

Post-Consumer Recycled Material – A finished material or product that has served its intended use by the consumer and has been removed from the waste stream for recycling rather than being disposed as a solid waste. Typical examples include newspaper, office paper, bottles (plastic or glass), cans (aluminum or bi-metal), motor oil, and tires.

Practicable – Sufficient in quality, performance, and availability to meet the needs of the application for which it is intended at a reasonable price.

Pre-Consumer Recycled Material – Waste or by-products generated in the manufacturing process that is recovered for recycling rather than disposed as a solid waste, and waste generated after manufacturing of a product is completed, but before it reaches the end-use consumer. This does not include excess virgin resources that are re-used in the manufacturing process. Examples of pre-consumer material include obsolete inventories of finished goods, rejected unused stock, and paper wastes generated during printing, cutting, and other converting operations.

Recyclable Product – A finished product that has the ability to be recycled through existing collection programs operated within Mono County or other reasonable markets.

Recycled-Content Product – A finished product containing any amount of recycled material.

Recycled Material – Waste material and by-products that have been recovered or diverted from the solid waste stream and that can be used in place of raw or virgin material in the production of a finished product. Recycled material may consist of material derived from post-consumer or pre-consumer waste.

Total Recovered Material – The total quantity of post-consumer and pre-consumer recycled material contained in a product.

POLICY

This policy concerns itself with the *source* of materials used in the manufacture of products purchased by the County of Mono. The goal is to ensure that function and price are the determining factors in selecting a product and that products containing recycled materials are given fair consideration when a purchase is made. Further, when recycled-content products meet the necessary standards of performance and price, such products are to be given purchasing preference over goods made strictly with virgin stock. The criteria for product selection shall be as follows:

1. All departments shall purchase recycled-content products and recyclable products **when practicable**. Special emphasis shall be placed on the purchase of products *manufactured with post-consumer recycled materials*.
2. For paper products, those that meet or exceed the State of California's definition of "recycled paper products" (10 percent post-consumer recycled material and at least 50 percent total recovered material) shall be purchased **when practicable**.
3. Individual departments may, **at their option**, establish standards for procurement of recycled-content products and/or recyclable products above the levels required by this policy. For example, departments have the authority to specify a minimum recycled-content standard when soliciting bids.
4. All departments shall make this policy known to its contractors and consultants and encourage them to adopt these practices **when practicable** in completing work for the County. Bid requests to vendors should state a preference for recycled-content products that meet the minimum standards for quality, performance, and availability.
5. **When practicable**, the County shall promote the use of recycled products and recyclable products. For example, when reasonable, reports printed on recycled-content paper should include a label stating "Printed on Recycled Paper."

IMPLEMENTATION

The Mono County Department of Public Works shall coordinate the implementation of this policy, including subsequent revisions and updates, with participation by the County Administrative Office and Central Services personnel.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 21, 2021

Departments: Agricultural Commissioner

TIME REQUIRED

SUBJECT Proposed Ordinance Adding Chapter 20.10 to the Mono County Code, Open Range, and Excluding Additional Portions of the County from Territory Devoted Chiefly to Grazing

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed ordinance adding Chapter 20.10, Open Range, to the Mono County Code consolidating the provisions of, and thereby replacing Ordinance Nos. 79-480, 79-480A and 87-480B and excluding additional areas of the County from territory devoted chiefly to grazing.

RECOMMENDED ACTION:

Adopt proposed ordinance.

FISCAL IMPACT:

None.

CONTACT NAME: Nathan D. Reade

PHONE/EMAIL: / nreade@inyocounty.us

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Proposed Ordinance](#)

History

Time	Who	Approval
12/16/2021 4:20 PM	County Counsel	Yes
12/16/2021 1:41 PM	Finance	Yes
12/17/2021 11:42 AM	County Administrative Office	Yes



COUNTIES OF INYO AND MONO



AGRICULTURE • WEIGHTS & MEASURES • OWENS VALLEY MOSQUITO ABATEMENT PROGRAM • EASTERN SIERRA WEED MANAGEMENT AREA
MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT • INYO COUNTY COMMERCIAL CANNABIS PERMIT OFFICE

Date: December 21, 2021

To: Honorable Board of Supervisors

From: Nathan D. Reade, Agricultural Commissioner

Subject: Ordinance adding Chapter 20.10 to the Mono County Code, Open Range, and including additional parcels as areas not chiefly devoted to grazing

Recommended Action:

Adopt proposed ordinance.

Description:

As discussed in a previous workshop, residents in the Burcham Flat area have expressed concerns over grazing activities occurring on their land by a sheep rancher that leases nearby allotments from the United States Forest Service. These residents have requested that their property be added to the list of those parcels that Mono County has previously designated as not chiefly devoted to grazing.

If adopted by your Board, the proposed ordinance will add Chapter 20.10, Open Range, to the Mono County Code, replace previous ordinances on open grazing in Mono County, and include the following parcels as areas not chiefly devoted to grazing:

006-090-010
006-090-011
006-120-042
006-120-043
006-120-044
006-120-004
006-120-005
006-120-006
006-120-008



ORDINANCE NO. ORD21-__

AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS ADDING CHAPTER 20.10, OPEN RANGE, TO THE MONO COUNTY CODE CONSOLIDATING THE PROVISIONS OF, AND THEREBY REPLACING, ORDINANCE NOS. 79-480, 79-480A AND 87-480B AND EXCLUDING ADDITIONAL AREAS OF THE COUNTY FROM TERRITORY DEVOTED CHIEFLY TO GRAZING

WHEREAS, pursuant to Cal. Food & Agri Code § 17124, Ordinance Nos. 79-480 and 79-480A, declared Mono County a County devoted chiefly to grazing, with some delineated exceptions therein; and

WHEREAS, Ordinance No. 87-480B amended Ordinance Nos. 79-480 and 79-480A to exclude portions of the Swauger Creek-Devil's Gate area from territory devoted chiefly to grazing; and

WHEREAS, the Board wishes to now exclude certain additional portions of the County from territory devoted chiefly to grazing; and

WHEREAS, the Board also seeks to consolidate all provisions of the above-mentioned ordinances pertaining to open range and codify them in the Mono County Code.

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

SECTION ONE: Chapter 20.10 is hereby added to the Mono County Code to read as follows:

**Chapter 20.10
Open Range**

Sections:

20.10.010 Grazing Areas.

20.10.020 Excluded Land.

20.10.010 Grazing Areas.

All lands of any character, with the exception of those lands described in Section 20.10.020, are devoted chiefly to grazing pursuant to California Food and Agriculture Code section 17124.

20.10.020 Excluded Land.

The following described areas and Parcels are hereby excluded from the territory within the County devoted chiefly to grazing:

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- The south one-half of Section 7 and the north one-half of Section 18, Township 2 North, Range 26 East, Mount Diablo Base and Meridian;
- The north one-half of Section 20, Township 2 North, Range 26 East, Mount Diablo Base and Meridian;
- The east one-half of the east one-half of Section 14 and the northeast one-quarter of Section 24, Township 5 South, Range 30 East, Mount Diablo Base and Meridian;
- Sections 27, 35 and 36, Township 5 South, Range 29 East, Mount Diablo Base and Meridian;
- Sections 31 and 32, Township 4 South, Range 30 East, Mount Diablo Base and Meridian;
- Section 34, Township 4 South, Range 29 East, Mount Diablo Base and Meridian;
- The east one-half of the west one-half of the southwest one-quarter of Section 9, Township 1 North, Range 26 East, Mount Diablo Base and Meridian;
- The south one-half of Section 2, and Sections 11, 14, 15, 16, and 17, Township 2 South, Range 26 East, Mount Diablo Base and Meridian;
- The east one-half of Section 33; Sections 34 and 35, Township 3 South, Range 27 East and Sections 2 and 3, Township 4 South, Range 27 East, Mount Diablo Base and Meridian.
- Assessor Parcel Numbers:
 - 07-030-01
 - 07-030-10
 - 07-030-11
 - 07-040-07
 - 07-040-09
 - 07-040-20
 - 07-040-21
 - 07-040-22
 - 07-040-23
 - 07-040-24
 - 07-040-25
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- 7 07-050-27
- 8 07-050-28
- 9 07-050-29
- 10 006-090-010
- 11 006-090-011
- 12 006-120-042
- 13 006-120-043
- 14 006-120-044
- 15 006-120-004
- 16 006-120-005
- 17 006-120-006
- 18 006-120-008

SECTION TWO: This ordinance supersedes and replaces, in their entireties, Mono County Ordinance Nos.79-480, 79-480A and 87-480B.

SECTION THREE: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish it in the manner prescribed by Government Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2021, by the following vote, to wit:

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

Jennifer Kreitz, Chair
Mono County Board of Supervisors

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 21, 2021

Departments: Behavioral Health

TIME REQUIRED 1 hour (30 minutes presentation; 30 minutes discussion)

PERSONS APPEARING BEFORE THE BOARD

Robin Roberts, Behavioral Health Director; Amanda Greenberg, Program Manager

SUBJECT Behavioral Health Department Update and Requested Actions for Upcoming Grants and Projects

AGENDA DESCRIPTION:

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

Workshop with requested action to 1) authorize CAO to sign contract for two Telehealth Grants to be used for information-technology-related purchases in the department; 2) authorize Behavioral Health Director to sign Mental Health School Services Act (MHSSA) Grant application, which would, if awarded, fund enhanced mental health programming in all Mono County schools; 3) provide direction to staff on additional projects including the Crisis Care Mobile Unit grant, supplemental Substance Abuse Block Grant, First Episode Psychosis Program, Behavioral Health Quality Improvement Program, MyStrength Project, and Permanent Supportive Housing Project.

RECOMMENDED ACTION:

- 1) Approve and authorize County Administrative Officer (CAO) to sign contract with Sierra Health Foundation: Center for Health Program Management for the provision of Telehealth Grant Administration Services (Mental Health Award) for a period of November 20, 2021 to November 30, 2022 and a not-to-exceed amount of \$99,999.
- 2) Approve and authorize CAO to sign contract with Sierra Health Foundation: Center for Health Program Management for the provision of Telehealth Grant Administration Services (Substance Use Disorders Award) for a period of November 20, 2021 to November 30, 2022 and a not-to-exceed amount of \$91,320.
- 3) Approve and authorize Behavioral Health Director to complete and sign Mental Health School Services Act (MHSSA) Grant application.
- 4) Provide direction to staff on remaining project and initiatives.

FISCAL IMPACT:

The cumulative revenue of the grants presented is approximately \$4,000,000 over the next six years. Each funding opportunity has quite specific expenditure limitations and MCBH is determining how these sources will blend with and ultimately be sustained through existing funding. Additionally, MCBH is actively working with the Finance Department to ensure that all necessary tracking mechanisms are in place.

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
Presentation
Telehealth Grant Contract - Mental Health Award
Telehealth Grant Contract - Substance Use Award
MHSSA Grant Application

History

Time	Who	Approval
12/15/2021 9:40 AM	County Counsel	Yes
12/15/2021 12:13 PM	Finance	Yes
12/17/2021 11:41 AM	County Administrative Office	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors
FROM: Robin Roberts, Mono County Behavioral Health, Director
DATE: November 28, 2021

SUBJECT:

Behavioral Health Department Update and Requested Actions for Upcoming Grants and Projects

DESCRIPTION:

[For Novus only: to be removed from staff report before posting.] Workshop with requested action to 1) authorize CAO to sign contract for two Telehealth Grants to be used for information-technology-related purchases in the department; 2) authorize Behavioral Health Director to sign Mental Health School Services Act (MHSSA) Grant application, which would, if awarded, fund enhanced mental health programming in all Mono County schools; 3) provide direction to staff on additional projects including the Crisis Care Mobile Unit grant, supplemental Substance Abuse Block Grant, First Episode Psychosis Program, Behavioral Health Quality Improvement Program, MyStrength Project, and Permanent Supportive Housing Project.

RECOMMENDED ACTION:

- 1) Approve and authorize County Administrative Officer (CAO) to sign contract with Sierra Health Foundation: Center for Health Program Management for the provision of Telehealth Grant Administration Services (Mental Health Award) for a period of November 20, 2021 to November 30, 2022 and a not-to-exceed amount of \$99,999.
- 2) Approve and authorize CAO to sign contract with Sierra Health Foundation: Center for Health Program Management for the provision of Telehealth Grant Administration Services (Substance Use Disorders Award) for a period of November 20, 2021 to November 30, 2022 and a not-to-exceed amount of \$91,320.
- 3) Approve and authorize Behavioral Health Director to sign Mental Health School Services Act (MHSSA) Grant application.
- 4) Provide direction to staff on remaining project and initiatives.

DISCUSSION:

With a state-level focus on mental health and a recent influx of federal funds, Mono County Behavioral Health (MCBH) has seen an increase in grant opportunities and funding for special projects. In this workshop, MCBH will cover a variety of grants for which it has or is planning to apply, several special projects that are in the works, and request action on two contracts. The remainder of this staff report will provide a brief overview of the grants/projects/contracts to be covered. Key funding sources include the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and the American Recovery Plan Act (ARPA).

Telehealth Grants: MCBH was awarded two telehealth grants, which are being administered by Sierra Health Foundation: Center for Health Program Management (a contractor of the Department of Health Care Services. The mental health award is for \$99,999 and the substance use disorder award is for \$91,320; these two grants will cover existing expenditures such as electronic health record licenses, staff phone costs, and other IT-related expenses. This funding is for a one-year period, comes from CRRSAA, and requires BOS action.

Mental Health School Services Act (MHSSA) Grant: In collaboration with Mono County Office of Education (MCOE), Mammoth Unified School District, and Eastern Sierra Unified School District, MCBH is planning to apply for a \$2,500,000 MHSSA grant to pay for school programming from March 2022 to December 2026. This grant is offered through the Mental Health Services Oversight and Accountability Commission, is funded through ARPA, and requires BOS action.

Crisis Care Mobile Unit (CCMU) Grant: MCBH was awarded a CCMU grant in the amount of \$690,000 to be spent over the next four years. This grant will help MCBH create and sustain a mobile crisis response team in collaboration with Mono County Sheriff's Office and Mono County Emergency Medical Services. This grant is being administered by Advocates for Human Potential, is funded through CRRSAA and ARPA, and will require future BOS action.

Supplemental Substance Abuse Block Grant (SABG): In addition to MCBH's typical \$422,000 annual SABG award, the Department was awarded approximately \$400,000 over the next four years. This funding will cover expenses at MCBH's transitional house, allow the Department to launch a substance use prevention campaign, increase funding for residential treatment services, expand wellness services, and purchase supplies for Narcan distribution events.

Behavioral Health Quality Improvement Program (BH-QIP): The Department of Health Care Services is reforming Medi-Cal through an initiative called CalAIM and MCBH has received an allocation of \$250,000 to assist with staff and consultant costs related to the internal work that will be required to learn and meet the regulations rolled out as part of CalAIM. A second phase of funding has also become available and MCBH is assessing whether or not applying for these funds is appropriate.

First Episode Psychosis Program: In collaboration with Nevada County, MCBH is participating in a new First Episode Psychosis (FEP) Program. This initiative will allow MCBH access to FEP experts at UC Davis when needed for a minimal to-be-determined cost. More information will be forthcoming.

MyStrength: In 2018, MCBH joined a multi-county Innovation project funded by the Mental Health Services Act called "The Technology Suite" or "Help@Hand." The goal of this project is to reduce isolation and improve mental health outcomes through the use of mobile applications. MCBH has selected a program or mobile app called MyStrength to offer to resident across Mono County. This free app provides wellness programming and helps connect users to services, if desired.

Permanent Supportive Housing: MCBH continues to work with its selected development partner, Pacific West Communities (PWC), to construct permanent supportive housing in Mammoth Lakes for individuals with mental health conditions. PWC recently applied for funding through the "Housing Accelerator" program and is awaiting news of award. In the meantime, work continues to be done clearing and grading "The Parcel" and all funding opportunities are being actively pursued. When

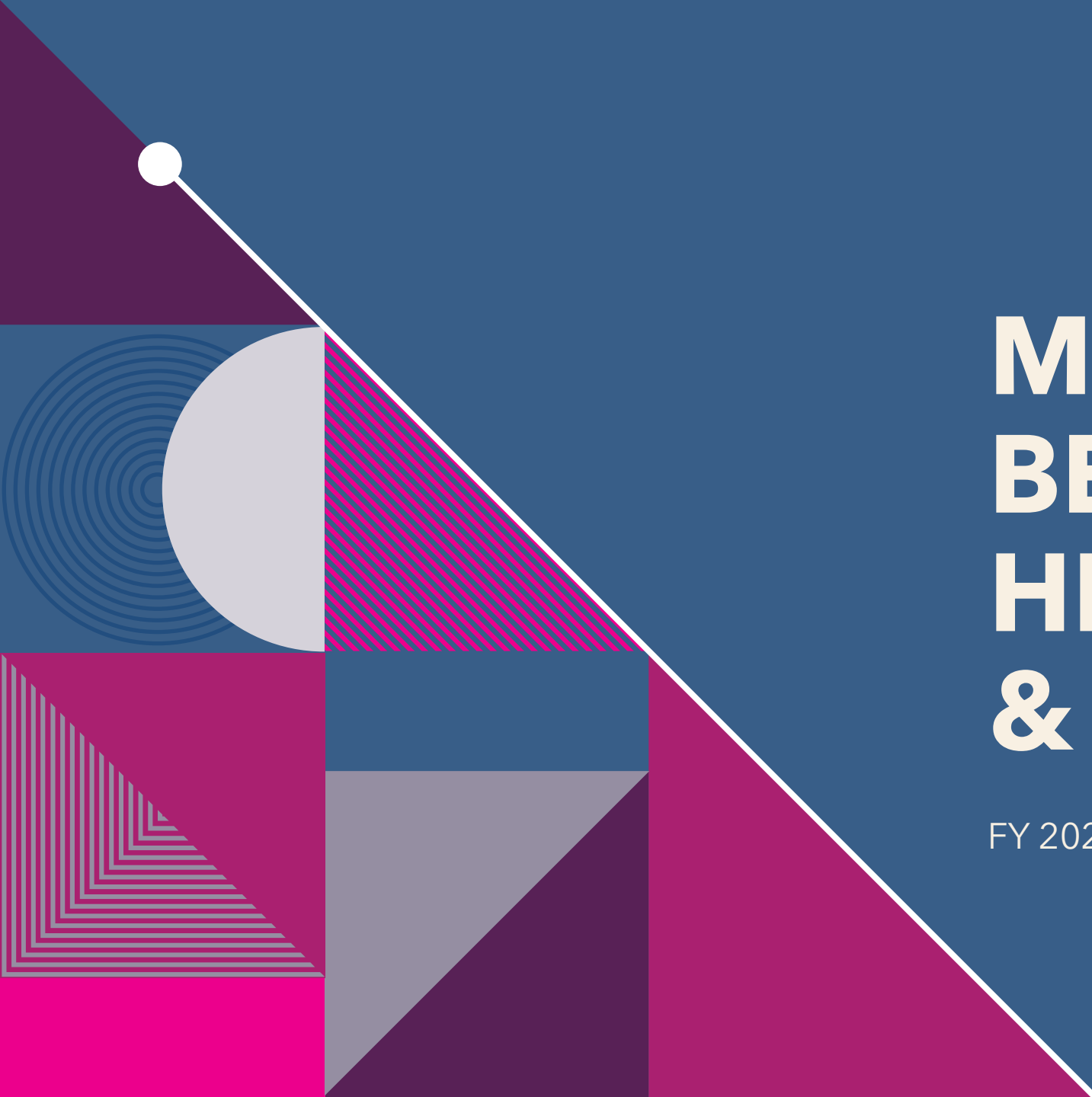
funding is awarded, MCBH will return to the BOS with a loan agreement for the remaining amount of the Mental Health Services Act funding.

FISCAL IMPACT:

The cumulative revenue of the grants presented is approximately \$4,000,000 over the next six years. Each funding opportunity has quite specific expenditure limitations and MCBH is determining how these sources will blend with and ultimately be sustained through existing funding. Additionally, MCBH is actively working with the Finance Department to ensure that all necessary tracking mechanisms are in place.

SUBMITTED BY:

Robin K. Roberts, Director, Mono County Behavioral Health, Contact: 760.924.1740



MONO COUNTY BEHAVIORAL HEALTH GRANTS & PROJECTS

FY 2021-2022 - FY 2026-2027

INTRODUCTION

- A lot of money coming down
- How we decide what we are going to apply for
- Setting up a structure that's mindful of our impacts on Finance and County Counsel
- What we are planning and how it will impact our communities



TELEHEALTH GRANTS

- **Overview:** Two grants that cover EHR licenses, internal tech costs, cell phone stipends, and more; received \$100,000 grant from this source last year
- **Totals:** \$90,000 & \$100,000
- **Time frame:** One year
- **Source:** CRRSAA (Coronavirus Response & Relief Supplemental Appropriations Act)
- **Status:** Started billing expenditures November 20th - launched transition to new EHR
- **Board action:** Authorize signor for two contracts



MENTAL HEALTH SCHOOL SERVICES ACT (MHSSA) GRANT

- **Overview:** MCBH is collaborating with MCOE, MUSD, and ESUSD, to increase staffing for school-based therapy, counseling, and program coordination, including staff dedicated to ESUSD; MCOE to serve as lead agency
- **Totals:** \$2,500,000
- **Time frame:** February 2022-December 2026
- **Status:** Final application due January 14, 2022, developing local program plan and budget
- **Source:** CRRSAA
- **Board action:** Authorize signor for application



CRISIS CARE MOBILE UNITS (CCMU) GRANT

- **Overview:** Collaborating with local law enforcement and EMS, MCBH will create and implement a system to respond in the field to individuals in crisis
- **Totals:** \$690,000
- **Status:** Awaiting contract, locally developing MOU & designing tiered implementation plan
- **Source:** CRRSAA & ARPA (American Recovery Plan Act)
- **Time frame:** November 2021-June 2025
- **Board action:** Future action authorizing contract

SUPPLEMENTAL SUBSTANCE ABUSE BLOCK GRANT (SABG): CRRSAA

RECOVERY HOUSING SUPPORT



- **Overview:** A short-term set-aside specifically for transitional housing allowed MCBH to re-allocate expenditures to this program
- **Totals:** \$85,500
- **Time frame:** July 2021-December 2022
- **Status:** Currently covering transitional house expenditures
- **Board action:** Previously authorized

SUBSTANCE USE PREVENTION CAMPAIGN



- **Overview:** A short-term set-aside for prevention will be used for a county-wide media campaign to empower young adults to make small changes to their alcohol & cannabis consumption
- **Totals:** \$120,000
- **Time frame:** July 2021-December 2022
- **Status:** Conducting focus groups with Cerro Coso students to develop messaging; launch early winter
- **Board action:** Help share posts and spread the word once we launch

SUPPLEMENTAL SABG: ARPA

Totals: \$190,000 | **Time frame:** October 2021-June 2025 | **Board action:** Previously authorized



EXPANDED WELLNESS ACTIVITIES

- Goal to hire part-time Wellness Center Associates in outlying areas to increase connection and decrease substance use



NARCAN SPECIAL EVENTS

- Host at least one Narcan distribution event each quarter using funds to purchase promotional materials, advertising, food, etc.



ADDITIONAL RESIDENTIAL TREATMENT

- Provide in-patient residential SUD treatment for at least one additional person each year through our contracted providers

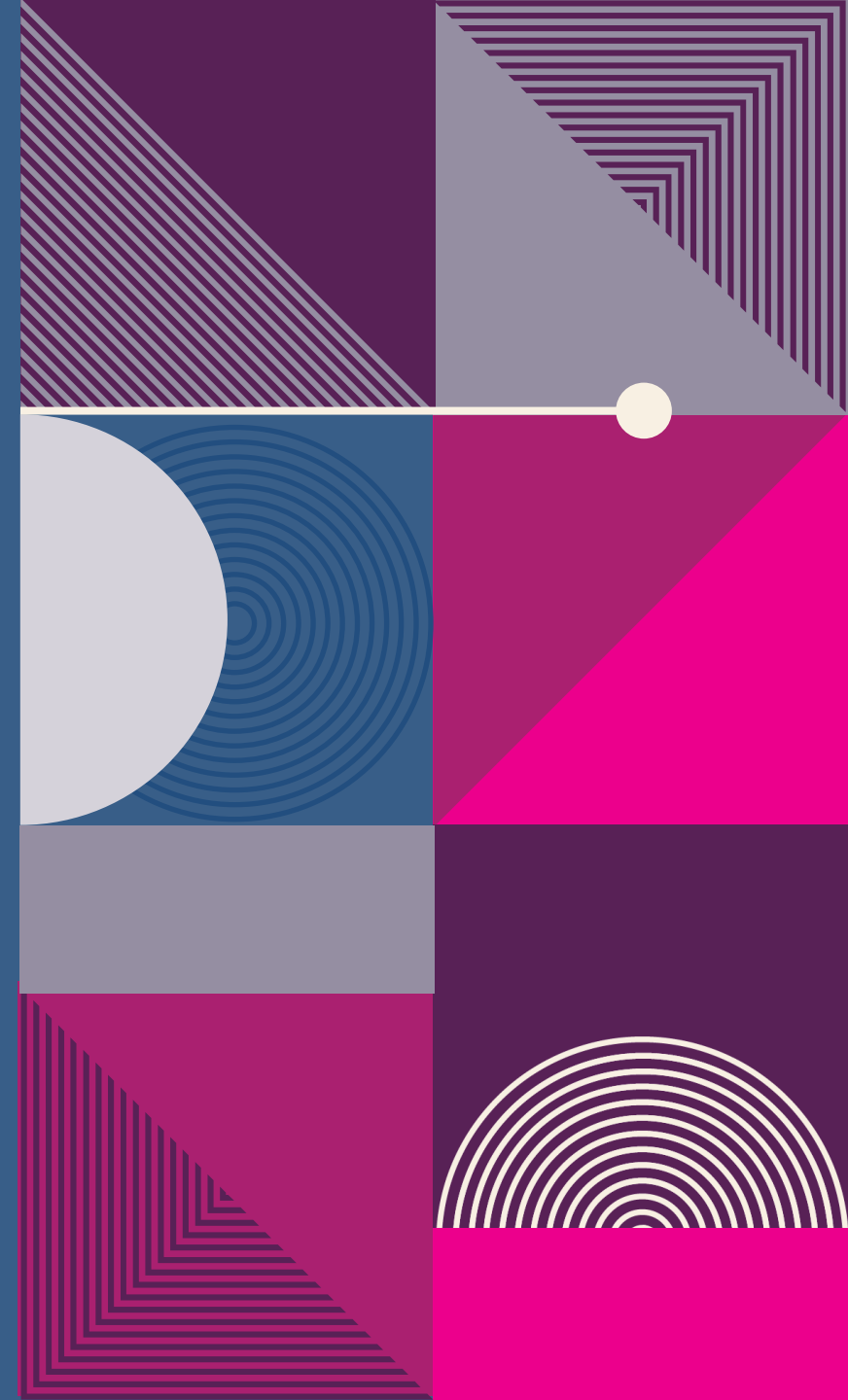


BEHAVIORAL HEALTH QUALITY IMPROVEMENT PROGRAM (BH-QIP) “START-UP FUNDS”

- **Overview:** Dept of Health Care Services has begun the process of reforming Medi-Cal through the CalAIM initiative. These funds may be used for local efforts to implement CalAIM, including training time for new EHR
- **Totals:** \$250,000
- **Status:** Application processed - awaiting fund distribution
- **Source:** State General Fund
- **Time frame:** No expenditure deadline
- **Board action:** None at this time

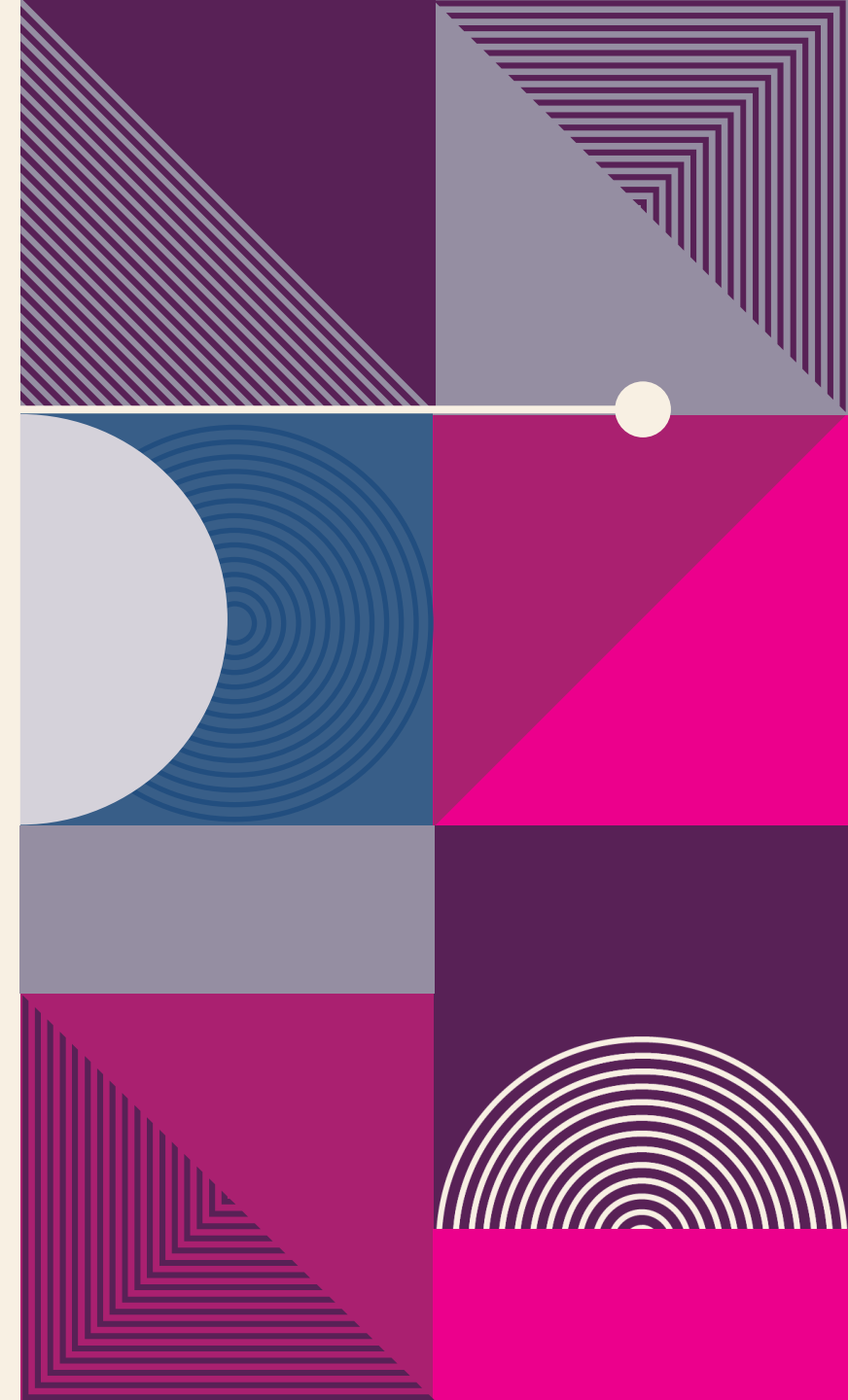
FIRST EPISODE PSYCHOSIS (FEP)

- **Overview:** In collaboration with Nevada County, MCBH is exploring participation in a new First Episode Psychosis (FEP) Program. This initiative will allow MCBH access to FEP experts at UC Davis when needed for a minimal to-be-determined cost.
- **Status:** Tracking project as it develops
- **Source:** MHSA: PEI funds
- **Time frame:** Future - details forthcoming
- **Board Action:** None at this time



MYSTRENGTH

- **Overview:** MCBH is participating in a statewide project using mobile apps to improve mental health and reduce isolation. We've selected "MyStrength" as the app we will offer across the county.
- **Totals:** \$85,000
- **Status:** Application selected, marketing and development being finalized, agreements and security documents being reviewed by IT and County Counsel
- **Source:** Innovation funds - Mental Health Services Act
- **Time frame:** Launch early 2022 for one year
- **Board action:** Previously approved - help spread the word





PERMANENT SUPPORTIVE HOUSING

- **Overview:** MCBH is partnering with Pacific West Communities (PWC) and the Town of Mammoth Lakes on an 81-unit affordable housing complex (Phase I of “The Parcel”). This complex will have 13 units reserved for individuals with mental health conditions.
- **Status:** PWC has applied for California’s new “Housing Accelerator Program” (through HCD funded by ARPA); PWC is working with daycare and preschool providers to meet the Town’s goal of providing an on-site facility in the first phase; Goal of leasing by fall 2023



NEXT STEPS

- **Apply/Implement:** Continue working on applications if directed to do so
- **Contracting:** Working with County Counsel
- **Fiscal:** Working with Finance around grant tracking and account structure



QUESTIONS?

SUBCONTRACT
For
Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth

Project Name:	Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth	Subcontract Number:	CA21MAT544
Effective Date:	November 20, 2021	Expiration Date:	November 30, 2022

SELECT	"ORGANIZATION"	
	<input type="checkbox"/> Sierra Health Foundation 1321 Garden Hwy, Sacramento, CA 95833	<input checked="" type="checkbox"/> Sierra Health Foundation: Center for Health Program Management (The Center) 1321 Garden Hwy, Suite 210 Sacramento, CA 95833

Subcontractor Name:	County of Mono
Address	P.O. Box 556 Mammoth Lakes, CA 93517
Site Location (if applicable)	Mammoth Lakes
DUNS #:	086128832
Tax ID:	95-6005661

1. Subcontractor is the following legal entity (select one):

<input type="checkbox"/> Sole Proprietor/Individual(s)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Partnership	<input checked="" type="checkbox"/> Other: Government/Public

2. Enter all funding sources for the Subcontractor award.

Public Funding Source	CFDA#	Award #	Award Year	Jurisdiction	GS #	Amount
Coronavirus Response and Relief Supplemental Appropriations Act; Block Grants for Community Mental Health Services	93.958	B09SM083945	2021	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	280	\$99,999.00
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local		
Identification of type of federal subaward relationship according to 2 CFR 200.				<input checked="" type="checkbox"/> Subrecipient § 200.93	<input type="checkbox"/> Subcontractor § 200.23	
Private Funding Source		Award #		Award Year		Amount

3. "Subcontractor Price" is the maximum amount to be paid to the Subcontractor under this Subcontract as follows:

SUBCONTRACTOR PRICE	\$99,999.00
ADVANCE PAYMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$99,999.00

AGREEMENT TYPE	
<input type="checkbox"/> Standard Subcontract Agreement	<input checked="" type="checkbox"/> Non-Standard Subcontract Agreement <input checked="" type="checkbox"/> Modification of insurance requirements <input type="checkbox"/> Indemnification modifications

4. "Attachments" are incorporated in this Subcontract as if included in full in the body of this document:

ATTACHMENT NO. CHECK APPLICABLE BOX	DESCRIPTION OF ATTACHMENT (Attachments 1-8 are to be included in all Subcontracts. Attachments 9-11 will be included if the box is checked.)
Attachment 1	Standard Terms and Conditions
Attachment 2	Scope of Services
Attachment 3	Budget
Attachment 4	Insurance Requirements
Attachment 5	Dispute Resolution
Attachment 6	Certification Regarding Debarment and Suspension
Attachment 7	Certificate for Contracts, Grants, Loans, and Cooperative Agreements
Attachment 8	Schedule of Federal Funds
Attachment 9 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Personally Identifiable Information
Attachment 10 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Confidentiality
Attachment 11 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Additional Provisions
Attachment 12 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Terms and Conditions for Federal Awards
Attachment 13 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Certification Regarding Lobbying
Attachment 14 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Disclosure of Lobbying Activities
Attachment 15 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Business Associate Agreement

5. The following "Special Provisions" modify the terms of the Standard Subcontract Agreement and are included in a Non-Standard Subcontract Agreement. These Special Provisions may be included only if approved by the Organization as indicated by the accompanying initials.

SPECIAL PROVISION	Approved
Subcontractors are required to attend an onboarding webinar to review compliance and reporting requirements, and performance and progress monitoring.	
The following sections in the prime contract are waived for subcontractors: Exhibit D(F) Section 3 Procurement Rules, Section 4 a (1) Reporting of Equipment/Property Receipt, (2) Annual Equipment/Property Inventory, and 4 (g) Motor Vehicles.	
Subcontract Agreement Section 2.03 <u>Invoice Instructions</u> . Does not apply.	
Subcontract Agreement Attachment 4 Insurance Section 1 (f) Automobile Insurance is waived.	
Attachment 1 Section 2.02 Unauthorized Services. Shall be replaced with "Any services not authorized under the terms of this Agreement shall be at the sole cost and expense of Subcontractor and will not be compensated by The Center or Funder and the provision of such services utilizing funding under this Agreement may in the sole and absolute discretion of The Center be deemed a material breach of this Agreement, and in no event shall an extension in the Term be granted on account of such unauthorized services."	

MEDICATION ASSISTED TREATMENT (MAT)
SOR 2 CORONAVIRUS TELEHEALTH
SUBCONTRACT AGREEMENT

This Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth Subcontract Agreement (the “Agreement”) is made and entered into as of **November 20, 2021** (the “Effective Date”) by and between Sierra Health Foundation: Center for Health Program Management (“The Center”) and **County of Mono-Mammoth Lakes**, a “**Government Entity**” (“Subcontractor”).

In consideration of the mutual covenants set forth herein, the parties agree as follows:

Prime Contract. The Center and the California Department of Health and Human Services (the “Funder”) entered into that certain Behavioral Health Telehealth Expansion Project (BHTEP Agreement 21-10295) dated September 20, 2021 (the “Prime Contract”), for the Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth Project (the “Project”) whereby The Center agreed to assist DHCS with the administration of the funds to organizations to develop, enhance, and/or expand their facility’s telehealth infrastructure to address the needs of individuals with substance use disorder (SUD), and/or serious mental illness (SMI), or with serious emotional disturbances (SED). The Center hereby engages Subcontractor, as an independent contractor, to render the Services defined in Section 2 in connection with the services to be performed under the Prime Contract and Subcontractor is willing to perform such Services subject to the terms and conditions set forth in this Agreement. Subcontractor has been provided with the opportunity to review the terms of the Prime Contract, a copy of which is available through the following link: <https://www.shfcenter.org/assets/MAT-SOR2-CVT-Prime-Contract-21-10295.pdf>. The terms of the Prime Contract are hereby incorporated into this Agreement by reference, in their entirety subject to Section 1.01 of **Attachment 1**. In the event of any conflict, ambiguity, or inconsistency between or among the provisions, terms or conditions of this Agreement, including the attachments hereto or any documents referred to herein, or between or among the provisions, terms or conditions of this Agreement and the Prime Contract, the provision, term or condition requiring the greater quantity or higher quality, or placing the greater burden on Subcontractor, shall govern and control.

1. Scope of Services. Subcontractor will perform the services described in the Scope of Services attached hereto as **Attachment 2** and incorporated herein by reference (the “Services”). By signing this Agreement, Subcontractor agrees to perform the Services in accordance with any applications submitted by Subcontractor and approved by The Center and in accordance with this Agreement including the attachments. Subcontractor further certifies that it meets all eligibility requirements for performance and payment for the Services including as agreed based on the application submitted by Subcontractor.
2. Total Subcontract Price. Total payments by The Center to Subcontractor in connection with the performance of Services under this Agreement, including fees, reimbursements, costs, travel, and any other payments made for services rendered, material provided, or other expenses (collectively, “Compensation”), whether paid pursuant to the invoice procedure described in Section 2.01 of **Attachment 1**, as an advance payment, or by any other means, shall not exceed **\$99,999.00** (“Total Subcontract Price”).
 - a. Advance payment. Upon execution of this Agreement and after all requirements in Section 5 are met, Subcontractor shall receive a single advance payment in the amount of **\$99,999.00** to be applied against the Compensation payable in accordance with Section 2.01 of **Attachment 1**. Any unearned portion of such advance payment held by Subcontractor at the expiration of the Term or earlier termination of the Agreement shall be returned to The Center no later than ten (10) business days following the termination date.
3. Term. The term of this Agreement will commence on the Effective Date and will continue thereafter until **November 30, 2022** (the “Expiration Date”) or earlier termination in accordance with the terms of this Agreement (the “Term”).

4. Insurance. Without limiting Subcontractor's duty of indemnification as set forth in Section 4 of **Attachment 1**, Subcontractor will obtain and maintain in force at all times during the Term insurance in accordance with the provisions of **Attachment 4**, attached hereto and incorporated herein by reference, and in accordance with the provisions of the Prime Contract, (the "Insurance"), with insurers reasonably acceptable to The Center. Subcontractor will provide evidence of such Insurance to The Center within five (5) business days after the Effective Date. The Certificate of Insurance must include the name of the Project. It is understood and agreed that The Center shall not pay any sum to Subcontractor under this Agreement unless all Insurance required by this Agreement is in force at the time that Services subject to such payment are rendered and Subcontractor has delivered evidence of same to The Center.
5. Attachments. The following attachments hereto are incorporated by reference into the Agreement ("Attachments"):

Attachment 1: Standard Terms and Conditions

Attachment 2: Scope of Services

Attachment 3: Budget

Attachment 4: Insurance Requirements

Attachment 5: Dispute Resolution Provisions

Attachment 6: Certification Regarding Debarment and Suspension

Attachment 7: Certification for Contracts, Grants, Loans, and Cooperative Agreements

Attachment 8: Schedule of Federal Funds

The following Attachments hereto are incorporated by reference into this Agreement if the box next to each Attachment is marked or checked:

- Attachment 9:** Personally Identifiable Information
- Attachment 10:** Confidentiality
- Attachment 11:** Additional Provisions
- Attachment 12:** Special Terms and Conditions for Federal Award
- Attachment 13:** Certification Regarding Lobbying
- Attachment 14:** Disclosure of Lobbying Activities
- Attachment 15:** Business Associate Agreement

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date. **November 20, 2021.**

THE CENTER

SUBCONTRACTOR

BY _____

Gil Alvarado
Sr. Vice President of Finance and Administration
Chief Executive Officer

Authorized Representative Signature

Print Name of Authorized Representative & Title

DATE: _____

DATE: _____

The Center Program Contact:

Sierra Health Foundation:
Center for Health Program Management
Nora Dunlap
Program Officer
1321 Garden Highway, Suite 210
Sacramento, CA 95833

Subcontractor's Address:

County of Mono -
Mammoth Lake
Robin Roberts
Director
P.O. Box 556
Mammoth Lakes, CA 93517

Subcontractor's Contact Information:

(760) 924-1740
rroberts@mono.ca.gov

Secondary Contact Information:

Amanda Greenberg
(760) 924-1754
agreenberg@mono.ca.gov

Subcontractor's Tax ID Number:

95-6005661

Contract Number:

CA21MAT544

DUNS Number

086128832

ATTACHMENT 1
Standard Terms and Conditions

1. SERVICES TO BE PERFORMED BY SUBCONTRACTOR

1.01. Prime Contract. Subcontractor shall be bound and obligated by the Prime Contract, and to The Center, in the same manner and to the same extent as The Center is bound to the Funder under the Prime Contract, to the extent that the terms of the Prime Contract relate in any way, directly or indirectly, to the Services to be performed under this Agreement. Notwithstanding the foregoing or any contrary provision of this Agreement, nothing in this Agreement shall be construed as bestowing any rights or privileges on Subcontractor beyond what is provided for in the Agreement. Moreover, nothing in this Agreement shall be construed as limiting any rights or privileges of The Center otherwise allowed or provided for by the Agreement or the Prime Contract. In the event of an inconsistency between this Agreement and the Prime Contract, the terms of the Prime Contract shall govern.

1.02. Status of Subcontractor. Subcontractor enters into this Agreement, and will remain throughout the Term, as an independent contractor. Subcontractor agrees that Subcontractor does not and will not have any authority to act for, represent, obligate, or bind The Center in any way, nor in any way be deemed an agent, partner, joint venturer, employee, or in any other capacity a representative of The Center. Subcontractor agrees that Subcontractor is not entitled to the rights or benefits afforded to The Center's employees, including but not limited to disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Subcontractor is responsible for providing, at its own expense, disability insurance, unemployment insurance, workers' compensation insurance, and any other insurance, training, permits, and licenses for itself and for its employees and sub-subcontractors of any tier.

1.03. Method of Performing Services. Subject to the terms of this Agreement, Subcontractor will determine the method, details, and means of performing the Services hereunder. The Center reserves the right in its sole discretion to determine the amount and allocation of work assigned to Subcontractor at all times during the Term.

1.04. Time and Place of Performing Services. Subject to the terms of this Agreement, Subcontractor may select the time and location for performance of the Services.

1.05. Employees. Subcontractor shall not hire employees of The Center or any organization related to the Center to perform any portion of the Services or any work arising in connection with the Services, including, without limitation, secretarial, clerical, and similar incidental or nonincidental services.

1.06. Equipment, Materials, and Tools. Subcontractor will furnish all equipment, materials, tools, and supplies used in connection with performance of the Services.

1.07. Payment of Taxes. Subcontractor is responsible for paying when due all taxes, including penalties and interest, incurred in connection with Subcontractor's performance of the Services including, without limitation, income taxes, self-employment taxes, and other taxes, including estimated taxes, incurred as a result of any Compensation paid by The Center to Subcontractor for the Services rendered hereunder. Subcontractor will not be treated as an employee for purposes of disability income, Social Security taxes and benefits, federal unemployment compensation taxes, state unemployment insurance benefits, state wage and hour laws, and federal income tax withholding at sources. Subcontractor agrees to defend and indemnify The Center for any claims, costs, losses, fees, penalties, interest, or damages incurred by The Center resulting from Subcontractor's

failure to comply with this Section. Subcontractor further agrees that in the event and to the extent Subcontractor is determined, by a court or agency with jurisdiction, to be an employee for purposes of a California Wage Order due to application of the "ABC" test set forth in the California Supreme Court case *Dynamex Operations West, Inc. v. Superior Court*, 4 Cal.5th 903 (2018), Subcontractor will still be considered an independent contractor for purposes of this Agreement and all other laws.

1.08. Compliance with Laws. Subcontractor, in the course of performance of the Services, shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations.

1.09. Record Retention/Audit. Subcontractor agrees to maintain and preserve records related to this Agreement until seven (7) years following (a) termination of this Agreement or (b) final payment to Subcontractor hereunder. Subcontractor further agrees to permit The Center or Funder (through their respective designated representatives) to have access to, examine, and audit any books, documents, papers, and records related to this Agreement and to allow interviews of any employees who might reasonably have information related to such books, documents, papers, or records.

Subcontractor agrees that The Center and Funder (through their respective designated representatives) will have the right at any time during the Term, during Subcontractor's normal business hours, to conduct monitoring activities including but not limited to on-site visits and desk reviews, with respect to the Services (including deliverables) being provided by Subcontractor hereunder and Subcontractor's compliance with this Section. Subcontractor further agrees to comply with all audit and record retention requirements of the Prime Contract. The provisions of this Section shall survive the termination of this Agreement.

2. COMPENSATION

2.01 Compensation. In consideration for the Services provided in accordance with this Agreement, The Center will compensate Subcontractor pursuant to the Budget set forth in **Attachment 3**, attached hereto and incorporated herein by reference, subject to the not-to-exceed Total Subcontract Price. Unless otherwise required by the Prime Contract, invoice documentation shall be submitted on a monthly basis by the tenth (10th) day of the month, and shall detail actual line-item expenditures corresponding to **Attachment 3** incurred during the invoice period. Concurrently with such invoice documentation, unless expressly waived in a prior writing by The Center, Subcontractor shall deliver to The Center documentation for expenses corresponding to the invoice including, without limitation, time sheets or payroll records for each employee; receipts for supplies; documentation for sub-subcontract expenditures; and documentation for overhead and indirect expenditures. Subcontractor's duty to submit both the described invoice documentation and corresponding expense documentation in accordance with this Section 2.01 is a condition precedent to payment and to The Center's obligation to make any payment to Subcontractor under this Section 2.01. Invoice documentation and expense documentation will require approval from The Center prior to payment. The Center will pay all approved Compensation owed to the Subcontractor hereunder by check mailed to the Subcontractor at the invoice address, or by electronic funds transfer to the financial institution authorized in writing by the Subcontractor, within forty-five (45) days after The Center's receipt of an approved invoice. If The Center cannot determine whether an expense should be allowed because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, The Center may disallow all questionable costs, and The Center may withhold payment. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Notwithstanding the foregoing or any contrary provision of the Agreement, The Center will have no obligation to pay Subcontractor until The Center has received funds for such payment from the Funder.

2.02. Unauthorized Services. Any services not authorized under the terms of this Agreement shall be at the sole cost and expense of Subcontractor and will not be compensated by The Center or Funder and may in the sole and absolute discretion of The Center be deemed a material breach of this Agreement, and in no event shall an extension in the Term be granted on account of such unauthorized services.

2.03. Invoice Instructions. The agreement number must be identified on every invoice submitted for reimbursement and invoice must designate expenses by activity listed in **Attachment 3**. All invoices must include the following language: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Agreement with The Center. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Invoices must be emailed to centerinvoices@shfcenter.org with a cc: to at or mailed to:
The Center
Attn:
1321 Garden Highway
Sacramento, California 95833

2.04. Timely Submission of Final Invoice. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of The Center under this Agreement have ceased and that no further payments are due or outstanding.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SUBCONTRACTOR

3.01. Non-Exclusive Relationship. Except as expressly provided otherwise herein, this Agreement does not create an exclusive relationship between the parties. Subcontractor may in its discretion perform services for and contract with additional clients, persons, or companies during the Term. The Center may, in its sole discretion, engage other contractors to perform the same or similar work that Subcontractor will perform under this Agreement before, during, or after the Term.

3.02. Conflict of Interest. Notwithstanding the foregoing Section 3.01, Subcontractor represents and covenants that it has no interest, direct or indirect, and shall have no such interest during the Term, that conflicts or would conflict in any manner with its relationship with The Center, performance of the Services under this Agreement, or any monetary or business interest of The Center or the Funder. The terms of this Section 3.02 shall bind Subcontractor and its employees, agents, sub-subcontractors of any tier, and third parties performing services or providing materials in connection with performance of the Services.

3.03. All Licenses. Subcontractor represents, warrants, and covenants that Subcontractor maintains, and will maintain at all times during the Term, all licenses, permits, and other governmental approvals and authorizations required by state, local, and federal laws to perform the Services, and will promptly provide copies of any such licenses, permits, and any other governmental approvals and authorizations to The Center upon request.

3.04. Sub-subcontractors. Subcontractor represents, warrants and covenants to The Center that (a) except with The Center's express prior written consent, this Agreement shall be incorporated by reference in its entirety into all sub-subcontracts of any tier, and (b) Subcontractor shall remain solely responsible for sub-subcontractors' performance and adherence to the terms of this Agreement.

3.05. Performance; Industry Standards and Practices. Subcontractor warrants and covenants that the Services to be provided under this Agreement will be performed in a professional manner conforming to generally accepted industry standards and practices. The Center shall have the right to assess the quality and progress of the Services performed by Subcontractor at any time and without advance notice to Subcontractor, including, without limitation, by progress and performance reports that Subcontractor shall provide in a form and frequency as may be required by The Center in its sole discretion. Notwithstanding any prior approval of an invoice pursuant to Section 2.01, The Center reserves the right to withhold payment, nullify and obtain reimbursement from Subcontractor for any payment made, terminate this Agreement, and/or take any other action to which it is entitled by law or this Agreement, as to any Services that The Center in its sole and absolute discretion determines to be incomplete, not satisfactory, or noncompliant with the Scope of Services or any other provision of this Agreement. Further, The Center may recover overpayments that The Center determines, in its sole and absolute discretion, by audit or otherwise, should not have been made to Subcontractor. Subcontractor agrees to reimburse any amounts, and/or return any overpayments, to The Center in accordance with this Section 3.05 within fifteen (15) days of demand by The Center.

3.06. Copyright; Proprietary Rights. Subcontractor represents and warrants that the materials, if any, produced by Subcontractor under this Agreement are and will be original and do not and will not infringe upon any intellectual property rights of The Center or any third party.

3.07. Return of Property of The Center. Upon the expiration or earlier termination of this Agreement, Subcontractor will return to The Center any and all property, documentation, records, equipment, intellectual property, and Confidential Information (defined in Section 7.01(a), below) that is the property of The Center.

4. INDEMNITY

4.01. General Indemnification. To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend, and hold The Center, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees (collectively, "Indemnitees") free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies (including, without limitation, interest, penalties, attorneys' fees, and costs) arising out of or connected with: (a) any breach by Subcontractor of any representation, warranty, covenant, or other obligation contained in this Agreement; (b) the performance by Subcontractor of the Services; or (c) any act or omission of any sub-subcontractor of any tier, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Services. Subcontractor's duty of indemnity under this Article 4 shall not be limited by the types or amounts of Insurance maintained by Subcontractor or Subcontractor's sub-subcontractors of any tier. Subcontractor acknowledges and agrees that The Center may offset the amount of any indemnification payment due pursuant to this Article 4 against any amounts otherwise due and payable to Subcontractor in connection with this Agreement including but not limited to amounts otherwise due and payable under Section 2.01. The provisions of this Article 4 shall survive the expiration or earlier termination of this Agreement.

4.02. Indemnification – Patent and Intellectual Property. Subcontractor shall indemnify, defend, and hold harmless the Center and the Funder from and against any and all suits, actions, legal, or administrative

proceedings, claims, allegations, causes of action, demands, damages, liabilities, interest, attorneys' fees, costs, expenses, and losses of any kind or nature to the extent arising from any concepts, products, designs, equipment, materials, processes, copyrighted materials, or confidential information furnished by Subcontractor under this Agreement that is alleged to or actually infringes any patent or copyrighted material or is claimed to be or determined to be a theft of trade secrets. If use of any part of such concept, product, design, equipment, material, process, copyrighted material, or confidential information is limited or prohibited, Subcontractor shall, at its sole expense, procure the necessary licenses to use the infringing concept, product, design, equipment, material, process, copyrighted material or confidential information or, with prior written approval from the Center or Funder, replace it with substantially equal but non-infringing concepts, products, designs, equipment, materials, processes, copyrighted material, or confidential information, provided:

(a) any substituted or modified concepts, products, designs, equipment, materials, processes, copyrighted material, or confidential information shall meet all the requirements and be subject to all the provisions of this Subcontract; and

(b) any replacement or modification shall not modify or relieve Subcontractor of its obligations under this Agreement.

The foregoing obligation shall not apply to any concept, product, design, equipment, material, process, copyrighted material, or confidential information that has been furnished in writing by the Center or Funder to Subcontractor.

5. NONDISCRIMINATION

5.01. Subcontractor agrees that Subcontractor and its employees, agents, and sub-subcontractors of any tier, if any, shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances, and shall not unlawfully discriminate, harass, or allow harassment against any of its employees or applicants for employment, any employees or agents of The Center, or any recipient of Services contemplated to be provided or provided under this Agreement, based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, gender, sexual orientation, age, medical condition (including HIV and AIDS), or physical or mental disability. Subcontractor shall ensure that the evaluation and treatment of employees and applicants for employment, The Center employees and agents, and recipients of Services are free from such discrimination and harassment.

5.02. Subcontractor represents that is in compliance with and covenants that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*), the Fair Employment and Housing Act (Government Code § 12900 *et seq.*), and regulations and guidelines issued pursuant thereto.

5.03. Subcontractor agrees to compile data, maintain records, post required notices, and submit reports, to evidence compliance with or permit effective enforcement of laws and this Article 5, and shall upon request by The Center provide evidence of compliance with this Article 5.

5.04. Subcontractor shall include the complete terms of this Article 5 in all sub-subcontracts of any tier arising out of or related to this Agreement.

6. TERMINATION OF AGREEMENT

6.01. Termination for Convenience. The Center may, upon ten (10) days' prior written notice to Subcontractor, terminate this Agreement for any reason or for no reason. The Center will incur no liability to

Subcontractor by reason of termination pursuant to this Section 6.01; provided, however, that Subcontractor may be paid, in accordance with the payment procedures and requirements of this Agreement including Section 2.01 of this **Attachment 1**, for Services satisfactorily performed prior to the termination date and approved by The Center. In the event of termination under this Section 6.01, Subcontractor shall not be entitled to payment, including any overhead and/or profit, for Services not performed.

6.02. Termination on Occurrence of Stated Events. This Agreement will terminate automatically on the occurrence of any of the following events:

- (a) Default under Section 6.03; or
- (b) Disability or death of Subcontractor; or
- (c) Expiration or earlier termination of the Prime Contract.

Notwithstanding any contrary provision in this Agreement, if The Center determines that it has not received or will not receive any portion of anticipated funding for this Agreement, then The Center may in its sole discretion, upon five (5) business days' prior notice to Subcontractor and without any liability to Subcontractor (a) revise the scope of the Services, or (b) terminate this Agreement.

6.03. Termination for Default.

(a) Subcontractor Default. If Subcontractor defaults in the performance of any of its obligations under this Agreement or materially breaches any provision of the Agreement, The Center may terminate this Agreement, after providing to Subcontractor five (5) business days' notice of the default or breach and Subcontractor's failure to completely cure the default or breach within such five (5)-business day time period. Termination will take effect upon communication of the notice of termination in accordance with Section 8.04.

(b) The Center Default. If The Center defaults in its obligation to pay any approved amount due to Subcontractor under Section 2.01 within thirty (30) days following the date such payment is due, Subcontractor may terminate this Agreement by fifteen (15) days' prior written notice to The Center; provided, however, that if The Center pays the amount due within such fifteen (15)-day period, the Agreement shall continue in full force and effect as if no such default had occurred.

7. CONFIDENTIALITY

7.01. Definitions. For purposes of this Agreement:

(a) "Confidential Information" means all non-public or proprietary information disclosed before, on, or after the Effective Date, by The Center to Subcontractor, or deliverables provided by Subcontractor to The Center hereunder, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," including, without limitation: research, plans, or other information regarding The Center's or Subcontractor's program and operations, lists of Affiliates (defined in Section 7.01(b) below), identities of Affiliates, software, developments, inventions, processes, formulas, technology, designs, drawings, marketing, finances, or other business information; and

(b) "Affiliates" means, for purposes of this Article 7 and with respect to The Center, any partners, investors, donors, or third-party providers of goods or services to The Center, or any third parties to whom The Center provides goods or services.

7.02. Confidentiality Obligations. At all times during the Term and thereafter, Subcontractor will: (a) use best efforts to protect and safeguard the confidentiality of all Confidential Information, (b) not access or use any

Confidential Information, or cause or permit Confidential Information to be accessed or used, for any purpose other than in connection with compliance with this Agreement, (c) not disclose or cause or permit Confidential Information to be disclosed in any manner (except as may be required by law or pursuant to court order, provided that such disclosure does not exceed the extent of disclosure required by such law or court order), directly or indirectly, to any third person or entity, (d) immediately notify The Center of any breach of this Section 7.02 including without limitation unauthorized disclosure of Confidential Information, and (e) fully cooperate in any effort undertaken by The Center to enforce its rights under this Section 7.02. On the expiration or earlier termination of this Agreement, Subcontractor will promptly return to The Center all Confidential Information in its possession.

7.03. Compliance with FAR 52.203-19. Notwithstanding the foregoing provisions of this Article 7 or anything contained in this Agreement to the contrary, the parties shall fully comply with the requirements of FAR 52.203-19, which implements Section 743 of the *Consolidated and Further Continuing Appropriations Act of 2015*, Pub. L. 113-235 (Dec. 6, 2014). As a result, nothing contained in this Article 7 or its subparts is intended, or should be interpreted or construed, to prevent Subcontractor or the Center's employees and/or subcontractors from reporting instances of waste, fraud or abuse on a federal contract, in accordance with FAR 52.203-19(b).

7.04. Subcontractors. The terms of this Article 7 shall extend to and bind Subcontractor's employees, agents, sub-subcontractors of any tier, and partners.

8. GENERAL PROVISIONS

8.01. Survival. The terms and conditions of Section 1.02 (Status of Subcontractor), Section 1.07 (Payment of Taxes), Article 3 (Representations, Warranties, and Covenants of Subcontractor), Article 4 (Indemnity), Article 7 (Confidentiality), and this Article 8 (General Provisions), of **Attachment 1**, will survive the expiration or earlier termination of this Agreement.

8.02. Assignment. Subcontractor may not assign any of its rights, or delegate or subcontract any of its obligations, under this Agreement without the prior written consent of The Center. Any assignment or delegation in violation of the foregoing will be deemed null and void. Subject to the limitations contained in this Section 8.02, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties and their respective successors and permitted assigns.

8.03. Force Majeure. Notwithstanding any provision of this Agreement to the contrary, in the event that performance by either party of any obligation under this Agreement is prevented, restricted, delayed, or interrupted by reason of any circumstance beyond the reasonable control and without the fault or negligence of the party affected, and which circumstance could not have been reasonably foreseen by said party, then upon prompt notice to the other party the affected party will be excused from performance to the extent and for the duration of such prevention, restriction, delay, or interruption. For avoidance of doubt, such circumstances shall not include the following (this is not intended to be a complete list): economic hardship; inability to obtain or delayed availability of sufficient labor or materials, unless due to an industry-wide materials shortage or labor strike; changes in market conditions; or non-catastrophic climatic conditions and geological events.

8.04. Notices. Any notices, consents, waivers, and other communications hereunder must be in a writing and may be effected by: (a) personal delivery, (b) mail, registered or certified, postage prepaid with return receipt requested, or (c) electronic transmission (“e-mail”) that provides for proof of receipt, to the parties at the addresses appearing below the parties’ signature blocks to this Agreement. Either party may change such addresses by giving written notice to the other party in accordance with this Section 8.04. Notices delivered personally will be deemed communicated upon receipt; mailed notices will be deemed communicated as of the earlier of the day of receipt or the third (3rd) day after mailing; and e-mailed notices will be deemed communicated as of the time shown on the proof of receipt.

8.05. Amendments. No amendment to or modification of this Agreement will be effective unless it is in writing, identified as an amendment to or modification of this Agreement, and signed by the parties hereto.

8.06. Entire Agreement of the Parties. This Agreement, together with the attachments hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous understandings, agreements, representations, and warranties, whether oral or written, with respect to such subject matter.

8.07. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

8.08. Attorneys’ Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.09. Personnel and Work Rules. Subcontractor shall employ only competent, skilled, and properly trained personnel to perform the Services, and shall remove any Subcontractor personnel determined to be unfit for duty or to be acting in violation of any provision of this Agreement or the Prime Contract. In the event any Subcontractor personnel is removed pursuant to this provision, Subcontractor shall promptly replace such individual with another who is fully competent, skilled, and properly trained to perform the Services.

8.10. Equal Opportunity / Anti-Discrimination. The Center is an equal opportunity employer. Subcontractor represents it is currently in compliance with and shall continue to comply with all federal, state, and local laws and regulations applicable to the Services. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*); The Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq.*), including but not limited to Sections 503 and 504; and the Fair Employment and Housing Act (Cal. Gov. Code § 12900 *et seq.*). Subcontractor shall not discriminate against any sub-subcontractor of any tier, employee, or applicant for employment, based on age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, marital status, or any other characteristic contained in the foregoing provisions, laws and regulations as they currently exist or may be amended from time to time.

8.11. Immigration Laws. Subcontractor shall comply with immigration laws of the United States relating to Subcontractor’s employees and other personnel performing any portion of the Services. Subcontractor certifies that all such personnel shall be authorized by law to work in the United States and have presented documentation to Subcontractor that establishes both identity and work authorization in accordance with applicable immigration laws and regulations.

8.12. Wage and Hour Regulations. At its sole cost and expense, Subcontractor shall comply with all wage and hour laws, rules, and regulations applicable to the Services, including but not limited to The Fair Labor Standards Act, and applicable state or local statutory or regulatory provisions, wage orders, ordinances, and determinations. Upon request by The Center, Subcontractor shall provide Personnel Activity Reports, certified payroll reports, timecards, or other certifications to verify Subcontractor's compliance with this Section and applicable law.

8.13. Uniform Guidance Procurement Standards. Subcontractor shall comply with all applicable procurement standards set forth at 2 C.F.R. § 200 *et seq.*

8.14. Licenses, Registration, Representations and Certifications. At all times, Subcontractor shall be properly registered and licensed to conduct business in the jurisdiction where the Services are to be performed and shall, upon request by The Center, demonstrate that it is not subject to any debarment lists and is registered through the System for Award Management (SAM.gov) portal, and shall at its sole expense provide to The Center upon request any necessary representations and certifications, including, without limitation, as requested by The Center, to demonstrate compliance with this Section.

8.15. Subcontractor Policies and Procedures. Upon request by The Center at any time, Subcontractor shall produce a copy of its employee handbook, policies, and procedures demonstrating implementation and compliance with rules and regulations applicable to the Services.

8.16. Further Assurances. Upon request by The Center at any time, Subcontractor shall provide further assurances including documentation, certification, or other writing requested by The Center, confirming its compliance with applicable laws, rules, and regulations, the Prime Contract, and this Agreement.

8.17. Safety. Subcontractor will obtain and utilize all safety equipment required by law or reasonably necessary for the provision of the Services, including without limitation personal protective equipment, the expense of which safety equipment shall be borne by Subcontractor. Subcontractor will comply with all applicable provisions of OSHA regulations and industry standards. Additionally, Subcontractor and Subcontractor employees shall comply with The Center's safety rules, plans, and procedures applicable to performance of the Services. Subcontractor will provide to The Center a safety plan ("Safety Plan") upon demand by the Center. The Safety Plan will include the following: safety training required for Subcontractor's employees; emergency training required for Subcontractor's employees; procedures for reporting and mitigating hazards and accidents in the Services work area; experience modification rate; the North American Industrial Classification System (NAICS) code of Subcontractor, as well as the NAICS national average rate for incidents in the code of Subcontractor, Subcontractor's OSHA recordable incident rate, including total case incident rate and lost day rate; and acknowledgement that Subcontractor and/or Subcontractor's employee may be removed at The Center's discretion for violation of The Center's safety policies and procedures.

8.18. Governing Law, Jurisdiction, and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction than the State of California. Subject to the Dispute Resolution Provisions set forth in **Attachment 5**, any action or proceeding by either of the parties to enforce this Agreement shall be brought only in any state or federal court located in the City and County of Sacramento, California. The parties irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

8.19. Dispute Resolution. Any claim, dispute, or other matter arising out of or related to this Agreement (a “Dispute”) shall be subject to resolution pursuant to the Dispute Resolution Provisions set forth in **Attachment 5** attached hereto and incorporated herein.

8.20. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original (including copies sent to a party by facsimile or email transmission) as against the party signing such counterpart, but which together will constitute one and the same instrument.

8.21. Headings. The section headings contained in this Agreement are for convenience only and shall not in any way be deemed to limit, construe, alter, or otherwise affect the meaning or interpretation of any section.

ATTACHMENT 2 Scope of Services

The purpose of this project is to develop of enhance the behavioral health telehealth infrastructure of organizations providing mental health or substance use disorder services and address the needs of individuals with substance use disorders, and/or serious mental illness. or with serious emotional disturbances.

Required	Task	Deliverable	Timeframe
✓ Required for all Subrecipients	Complete subrecipient grant program onboarding	Webinar attendance	December 2021
✓ Required for all Subrecipients	Administrative Requirements including submission of narrative and budget reports that address progress toward meeting desired outcomes indicated in the grant application.	1. Progress Report 2. Final Report	March 30, 2022 November 30, 2022
✓	<u>Equipment</u> Increase telehealth infrastructure for behavioral health services indicated in the approved budget for equipment enhancements including one or more of the following: · equipment, electronic accessories, software, and furniture.	· Equipment purchased · Equipment tagged · Equipment Disposition	Effective start date – November 30, 2022
Not Applicable	<u>Training</u> Complete provider focused telehealth training as indicated in the grant application and approved budget.	Verification of training completion by staff. Verification may include certificates of completion and receipts.	Effective start date – November 30, 2022
✓	<u>IT Support</u> IT Support for software and equipment installation, technical trouble shooting, and learning related to Telehealth.	Receipt for services	Effective start date – November 30, 2022

ATTACHMENT 3
Budget
MAT SOR 2 CVT

Applicant Organization: Mono County Behavioral Health

Site Name: Mammoth Lakes

SUD or MH Opportunity: MH Opportunity

Requested Budget

Telehealth Infrastructure

1	Hybrid Technology for Conference Rooms	\$	2,500.00
2	Data plan for Agency Owned Devices	\$	1,100.00
3	Software Licenses	\$	6,000.00
4	InSync Electronic Health Record License, Maintenance, & Hosting	\$	46,800.00
5	Echo Electronic Health Record License, Maintenance, & Hosting	\$	22,000.00
6	IT Help Desk	\$	9,000.00
7	Annual PC Contribution	\$	5,880.00
8	Cell phone/data plan stipends	\$	6,719.00
Total Requested Budget			\$99,999.00

THE CENTER BUDGET JUSTIFICATION

**Organization/Site Name: Mono County Behavioral Health
SUD/MH Opportunity: MH Opportunity**

Mono County Behavioral Health MH Telehealth Development and Expansion Program

Mono County Behavioral Health (MCBH) is grateful for the opportunity to apply for the Telehealth Grant through The Center. MCBH is requesting a total of **\$99,999** to help develop, enhance, and expand its telehealth infrastructure. The Department has some existing telehealth infrastructure, but significant gaps remain that MCBH hopes to remedy with this grant opportunity. MCBH is situated in the remote Sierra Nevada Mountains and its nine direct mental health service providers continue to work remotely. As providers return to work, MCBH intends to adopt a hybrid work model, which comes with its own challenges that the Department hopes to alleviate in part with these grant funds.

Hybrid Technology for Conference Rooms

Like many agencies nation-wide, MCBH is working to meet staff needs and ensure connectivity among our geographically dispersed staff by planning for a hybrid return-to-work model. MCBH would like to purchase two Owl Lab cameras (approximately \$1,000 each) and the associated equipment needed to connect them to existing conference room technology for the largest conference room that MCBH will use for staff meetings, DUI groups, etc. The total cost for this line item is \$2,500.

Data Plans for Agency-Owned Devices

In order to ensure that direct mental health service providers have access to the internet, MCBH purchased a series of tablets and smart phones with its prior telehealth grant award. This year, MCBH would like to continue to sustain the use of the data plans for these devices over the course of the grant. This line item covers the cost of data plans for two to three devices for the grant period; total cost: \$1,100.

Software Licenses

MCBH intends to expand its use of collaborative cloud-based tools, such as Microsoft Sharepoint and Microsoft Teams, by using this grant to pay for Office 365 licenses and Zoom licenses during the course of the grant period. The total cost of this line item is \$6,000, or approximately \$700 for each of the Department's nine mental health staff members.

InSync Electronic Health Record License, Maintenance, and Hosting

The most significant need identified through our grant writing process is the need for a new electronic health record (EHR). MCBH's existing legacy system, Echo Clinician's Desktop, consistently makes our mental health staff's work lives more difficult and stressful. As the centerpiece of MCBH's clinical and business operations, an EHR should help make remote work and telehealth sessions easier. Through a structured review and scoring process, MCBH has selected InSync Healthcare Solutions as its desired new EHR vendor and hopes to finalize its contract in September and begin implementation shortly thereafter. The total cost for this line item, \$46,800 will cover annual licenses, maintenance, and hosting for nine mental health staff.

Echo Electronic Health Record License, Maintenance, and Hosting

MCBH's goal to transition to a new EHR means that the Department will have several months of overlapping EHR bills. Echo is MCBH's current legacy EHR and the Department hopes to use telehealth grant funds to cover the cost of both EHRs for up to a year to ensure a smooth transition for all mental health staff members. The total cost of this line item is \$22,000.

IT Help Desk

Each week, MCBH's mental health staff access the Mono County Information Technology Department Help Desk for assistance with daily computer needs, management of licenses, and other special projects. The Department has budgeted \$9,000 to cover such needs.

Annual PC Contribution

Additionally, the Department requests funds for its Annual PC Contribution. This is a consistent annual cost for all Dell PC laptops used by MCBH's mental health direct service employees and is used to replace PCs according to their life spans to ensure that there is no lapse in access to services, including telehealth services. The total line item cost is \$5,880, which is approximately \$650 per person.

Cell Phone/Data Plan Stipends

Cell phone and data plan stipends allow MCBH to help mental health staff who do not opt for an agency-owned device to stay connected for telehealth services and remote work. Based on a formula developed by the Mono County Administrator's Office, MCBH is able to offer up to \$109 per month to all staff members who are using their personal cell phones for work-related tasks. At present, there are approximately five mental health service providers who take advantage of this benefit. The requested \$6,719 would allow MCBH to pay this stipend to these employees for the course of the grant period.

ATTACHMENT 4

Insurance Requirements

1. **INSURANCE.** Subcontractor shall, at Subcontractor's sole cost and expense and with insurers reasonably approved by The Center with respect to any policy required hereunder, maintain in full force and effect for the entire term of this Agreement the following types of insurance:
 - a. **Commercial General Liability Insurance.** Subcontractor shall procure and maintain Commercial General Liability insurance written on an occurrence basis (Insurance Services Office, Form CG 00 01 or equivalent), limits of at least \$1,000,000 per occurrence and at least \$2,000,000 products/completed operations with a \$2,000,000 general aggregate limit. Subcontractor shall not provide general liability insurance under any Claims Made General Liability form and will require The Center's approval if Subcontractor's General Liability policy contains a deductible greater than \$25,000. The General Liability Insurance policy must expressly cover, without limitation, all liability to third parties arising out of or related to Subcontractor's services or other activities associated with this Agreement, including, without limitation, Subcontractor's obligations under the Indemnification section set forth in Article 4 of **Attachment 1**.
 - b. **Additional Insureds added to General Liability Policy.** Sierra Health Foundation: Center for Health Program Management, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees shall be added as Insureds ("Additional Insureds") under each commercial general liability policy identified in the preceding paragraph above. Specifically, the policy shall include a combination of ISO forms CG2010 10/04 and CG 2037 10/04 or is equivalent. Furthermore, the policy shall apply as primary insurance and that any other insurance coverage carried by or otherwise available to an "Additional Insured" will be excess only and will not contribute with this insurance.
 - c. **Professional E&O Insurance.** Subcontractor shall procure and maintain, for a period of five (5) years following completion of this Agreement, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Subcontractor in this Agreement.
 - d. **Improper Sexual Contact and Physical Abuse Insurance.** Subcontractor shall procure and maintain Sexual Abuse/Physical Abuse insurance coverage in an amount not less than \$1,000,000 per claim. The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It shall provide coverage for the duration of this Agreement and shall be maintained twenty-four (24) months after expiration or earlier termination of this Agreement.
 - e. **Workers Compensation Insurance.** Subcontractor shall procure and maintain Workers Compensation Insurance with minimum limits of \$1,000,000 each for bodily injury by accident (per accident per person), bodily injury by disease (policy limit) and bodily injury by disease (each employee). Subcontractor must maintain such a policy and provide The Center with a certificate of insurance that includes a waiver of subrogation endorsement.
 - f. **Automobile Insurance.** Subcontractor shall procure and maintain Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles, with minimum limits of \$1,000,000 combined single limit per occurrence; such coverage must be for (A) "any auto" or (B) "all owned autos, hired autos and non-owned autos". Furthermore, in the event that ten or more passengers are to be transported in any one such motor vehicle, the operator will also hold a State of California Class B driver's license and the Subcontractor must possess automobile liability insurance in the amount of

\$5,000,000 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 reimbursed with grant funds made available under this Agreement. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned vehicles. Subcontractor agrees to include an Additional Insured Endorsement naming Sierra Health Foundation: Center for Health Program Management, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees as additional insureds under ISO form CA 2048 or equivalent. Subcontractor will, as soon as practicable, furnish a copy of the certificate of insurance to The Center. The certificate of insurance will identify The Center contract number referenced on the signature page hereto.

- g. Cyber liability insurance**, including first-party costs, due to an electronic breach that compromises Subcontractor's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims made coverage is acceptable. Such coverage must include:
- Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.
 - Administrative expenses for forensic expenses and legal services.
 - Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.
 - Identity event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It shall provide coverage for the duration of this Agreement and shall be maintained twenty-four (24) months after expiration of this Agreement.

- h. General Insurance Provisions.** Subcontractor agrees 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 on an annual basis. Subcontractor's general liability, auto liability and Professional insurance must be issued by responsible insurance companies, maintaining an A.M. Best's Rating of A-VI or better. Upon failure of Subcontractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of The Center, may be suspended, discontinued or terminated. Failure of Subcontractor to purchase and/or maintain any required insurance shall not relieve Subcontractor from any liability or indemnification under the Agreement.

ATTACHMENT 5

Dispute Resolution Provisions

Any Dispute directly or indirectly involving the Funder shall be subject to resolution pursuant to the dispute resolution provisions of the Prime Contract. In addition, Disputes between The Center and Subcontractor that involve other third parties shall be governed, at the sole option of The Center, by the dispute resolution provisions applicable to the dispute as between The Center and such third parties. In the event of a Dispute between the parties to this Agreement that does not directly or indirectly involve the Funder, or such other third parties as to which The Center elects not to so employ the dispute resolution provisions unique to such third-party disputes, the following provisions of this **Attachment 5** shall govern resolution of the Dispute.

a) Meet and Confer. In the event of any Dispute, a party shall first send written notice of the Dispute to the other party (a "Dispute Notice"). The parties shall first attempt to meet and confer in good faith to resolve by negotiation and consultation any Dispute set forth in the Dispute Notice. If a Dispute is not resolved within fifteen (15) business days after one party delivers the Dispute Notice to the other party, whether or not the parties (and/or their authorized representatives) meet and confer, either party may proceed pursuant to the procedures set forth below in this **Attachment 5**.

b) Procedure. The Dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638, as modified by the provisions of this **Attachment 5**, and any subsequent provisions mutually agreed upon in writing by the parties. Any variations from the statutory reference procedures set forth herein shall be deemed to be a stipulation by the parties to such revised procedures. Should any court or referee determine that the procedures set forth herein violate any statute, case law, rule or regulation, the terms of such statute, case law, rule or regulation shall control and govern.

c) Commencement. The general reference proceeding shall be commenced by a request or a motion filed with the Presiding Judge of the Superior Court of the County of Sacramento, State of California ("Court"). Except to the extent modified herein, the reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code.

d) Referee. The referee appointed by the Court shall be a retired judge who has served at least five (5) years in the courts of the State of California. The Court shall appoint only one referee. Subject to the award of fees and costs to the prevailing party in the general reference, The Center on the one hand, and Subcontractor, on the other hand, shall pay one-half (1/2) of the expenses of the general reference at the rate set by the Court pursuant to Code of Civil Procedure Sections 645.1 and 1023. In no event shall either The Center or Subcontractor be liable to the other for consequential, speculative, or punitive damages, and the referee shall not have the power to award such damages. The referee shall not have the right to convene a jury to be the trier of fact of any controversy hereunder. TO THE EXTENT PERMITTED BY LAW ALL PARTIES HERETO HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.

e) Location of References. All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.

f) Provisional Relief. Any party may, without waiving the right to general reference, prior to the time a referee is appointed by the Court, apply directly to the Court for provisional relief including, but not limited to, the filing of a complaint for the purpose of recording a lis pendens, attachment, receivership, injunction and motions to expunge a lis pendens. At such time as the Court has appointed a referee, the Court may transfer any such proceeding for provisional relief to the referee for disposition.

g) Discovery. Within twenty (20) days after appointment of the referee, each of The Center and Subcontractor shall serve on the other party all documents relevant to the Dispute and all documents that the party intends to offer as evidence during the reference proceedings. Each party shall be entitled to take one discovery deposition of each other party, to take three non-party depositions, and to propound twenty-five (25) special interrogatories pursuant to Code of Civil Procedure Section 2030.030. The parties shall provide to the referee and to all other parties, within forty-five (45) days after appointment of the referee, a list of expert witnesses who will provide opinion testimony. The parties shall be entitled to depose any designated expert prior to the commencement of the hearing. The referee shall resolve any discovery disputes between the parties. The general reference hearing must commence within three (3) months after appointment of the referee. The referee shall report his or her findings to the Court in the form of a statement of decision within twenty (20) days after the close of testimony, pursuant to Code of Civil Procedure Section 643. The Court shall enter judgment based upon the statement of decision.

h) Costs and Expenses. The referee shall be authorized to award costs of the general reference, including, without limitation, attorneys' fees, expert fees, and fees assessed by the referee, to the prevailing party. The referee shall also be authorized to order other provisional and equitable remedies.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE SUBJECT TO THE GENERAL REFERENCE PROCEEDING PROVISIONS SET FORTH IN THIS ATTACHMENT 5 HEARD BEFORE A REFEREE AND NOT A JUDGE, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR BEFORE A JURY. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP SOME OF YOUR RIGHTS TO DISCOVERY, BUT WILL RETAIN YOUR RIGHTS OF APPEAL. IF YOU REFUSE TO SUBMIT TO GENERAL REFERENCE PROCEEDING AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO PARTICIPATE IN THE GENERAL REFERENCE PROCEEDING UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS GENERAL REFERENCE PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING PROVISION AND VOLUNTARILY AGREE TO SUBMIT DISPUTES, OTHER THAN THOSE EXPRESSLY EXCLUDED ABOVE, TO A GENERAL REFERENCE PROCEEDING BEFORE A REFEREE, RATHER THAN A COURT OR JURY PROCEEDING.

_____ Initials (The Center)

_____ Initials (Subcontractor)

ATTACHMENT 6

Certification Regarding Debarment and Suspension

Subcontractor agrees to comply with 5 U.S.C. §§ 1501-1508, 31 U.S.C. §1352 and 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services if Subcontractor is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that Subcontractor named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3)-year period preceding this proposal 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) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not within a three (3)-year period preceding this application/proposal/Agreement had one or more public transactions (federal, state, or local) terminated for cause or default;
5. Shall notify The Center within ten (10) days of receipt of notification that Subcontractor is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction;
6. Shall obtain a certification regarding debarment and suspension from any of its sub-subcontractors who will be performing Services that are funded in any part through this Agreement; and
7. Hereby agree to terminate immediately any sub-subcontractor's services that will be/are funded through this Agreement, upon discovery that the sub-subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

Subcontractor: _____

BY: _____

DATE: _____

ATTACHMENT 7

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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, 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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," 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 subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) 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. Code. 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.

The Subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subcontractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subcontractor's Authorized Official

Name and Title of Subcontractor's Authorized Official

Date

ATTACHMENT 8

Schedule of Federal Funds

There are Federal funds in this contract. Subcontractor is a subrecipient. Federal funding details for this contract are as follows:

Catalog of Federal Domestic Assistance (CFDA) Title	CFDA#	Award Name and Federal Award Identification Number (FAIN)	Award Year	Federal Awarding Agency	Funding Amount
Coronavirus Response and Relief Supplemental Appropriations Act; Block Grants for Community Mental Health Services	93.958	B09SM083945	2021	SAMSHA	\$99,999.00

Total Federal Funds in this contract: **\$99,999.00**

Were funds awarded for research and development activities? No

Subcontractor's (Subrecipient's) DUNS Number is: **086128832**

Subcontractor shall comply with all Federal requirements including OMB requirements for Single Audits, in addition to The Center audit requirements for the purposes of contract monitoring as stated in this Agreement, as applicable.

At the sole discretion of The Center, the dollar amount payable under each Federal Funder in above may be changed upon written notice from The Center to Subcontractor so long as payments do not exceed the maximum total payment amount in accordance with this agreement.

ATTACHMENT 9

Personally Identifiable Information

(When required as indicated in the Attachment checkboxes on page 2.)

Personally Identifiable Information. Subcontractor must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information (PII), as defined by federal law, including, but not limited to, in 2 C.F.R. 200.79 and 2 C.F.R. 200.82, and other information designated as sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

Protected PII is as defined by federal law and includes, as an example only, an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

ATTACHMENT 10

Confidentiality

Subcontractor acknowledges and agrees that Subcontractor will collect, access, use, and maintain confidential, personal, private, and/or sensitive information in the course of performance of the Services. In addition to and notwithstanding or in lieu of the provisions of Section 7 (Confidentiality) of Attachment 1 to the Agreement, Subcontractor agrees to comply with the provisions of this Attachment 10 as follows:

1. Sensitive Information. For purposes of this Agreement, “Sensitive Information” shall mean any information, including data deemed confidential, personal or private for which loss, alteration, misuse or disclosure could adversely affect the interests of the individual.
2. Confidentiality Obligations. At all times during the Term and thereafter, Subcontractor will: (a) use all commercially reasonable means to protect and safeguard the confidentiality of all Sensitive Information; (b) not collect, access, use, or retain any Sensitive Information, or cause or permit Sensitive Information to be collected, accessed, used, or retained, for any purpose other than as required in connection with Subcontractor’s performance of the Services; (c) not publish, transfer, sell, or otherwise disclose or cause or permit disclosure of Sensitive Information, directly or indirectly, to any third person or entity, except (i) as may be required by law or court order, provided that such disclosure shall not exceed the extent of disclosure required by such law or court order, and Subcontractor shall give immediate prior notice to The Center upon receipt of such order, or (ii) with the prior written consent of the party providing or disclosing the Sensitive Information (d) immediately notify The Center of any breach of the provisions of this Attachment 10, including without limitation any unauthorized disclosure of Sensitive Information; (e) comply with all statutes, ordinances, regulations, and rules, whether state, federal, or local, applicable to Sensitive Information; and (f) fully cooperate in any effort undertaken by The Center to enforce the obligations set forth in this Attachment 10.
3. Reporting. Prior to collecting Sensitive Information from any party to whom Subcontractor or its representatives, agents or subcontractors provides goods or services under or related to the Agreement or the Services or any such party who is seeking or inquiring about such goods or service (“Client”), Subcontractor will obtain from such Client a signed, written consent or other documented and retrievable consent to the collection, handling, transmission, use, and retention of the Sensitive Information by Subcontractor in the course of performance of the Services.
4. Training. Subcontractor represents and warrants that all persons who collect, handle, access, transmit, or maintain Sensitive Information on behalf of Subcontractor during the Term or thereafter will receive prior training and information, which training protocol and information shall be approved in advance by The Center, to enable such persons to fully comply with all applicable statutes, ordinances, regulations, or rules, whether state, federal, or local, regarding the access, collection, use, handling, and transmission of Sensitive Information, and the requirements of this Attachment 10.
5. Obligation to Inform Clients of Rights. Subcontractor will ensure that each person who collects Sensitive Information on behalf of Subcontractor shall fully disclose to each Client the Client’s rights under the law and under the terms of this Agreement with respect to Sensitive Information, including without limitation any rights to opt-out of collection, use, disclosure, or retention of Sensitive Information.
6. Designation of Contact Person. Subcontractor shall identify one individual (the “Contact Person”) to be responsible for communicating with The Center regarding and ensuring Subcontractor’s compliance with the terms of this Attachment 10. However, the Contact Person’s performance or nonperformance of his or her duties or responsibilities shall in no way mitigate or lessen Subcontractor’s obligations under this Attachment 10. Subcontractor shall provide written notice to The Center of the identity of the Contact Person within fourteen

(14) days following execution of the Agreement. Subcontractor shall provide five (5) days' prior written notice to The Center of any change in the designated Contact Person.

7. Records; Audit. Subcontractor agrees to maintain and make available to The Center upon request all books, files, and other records relative to Subcontractor's collection, handling, transmission, and use of Sensitive Information, including, but not limited to, the signed consents described in Sections 2 and 3, above. Subcontractor shall permit The Center upon request to audit and examine such books and records for the purpose of monitoring, assessing, and otherwise ensuring Subcontractor's compliance with this Attachment 10. The records produced by Subcontractor for audit and examination shall not include any Sensitive Information. Subcontractor's obligations and responsibilities under this Section 7 are in addition to, and not in lieu of, its obligations and responsibilities set forth in Section 1.09 of Attachment 1 to the Agreement.

8. Notice of Breach or Claim. Subcontractor shall immediately (and in any case no later than within five (5) business days) notify The Center in writing of (a) the discovery of any unauthorized disclosure of Sensitive Information, or (b) the receipt by Subcontractor of knowledge of any claim made regarding the collection, handling, transmission, or use of Sensitive Information.

9. Indemnity. To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend, and hold harmless the Indemnitees from and against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies (including, without limitation, interest, penalties, attorneys' fees, and costs) arising out of or connected with or relating to any breach or failure to comply by Subcontractor of or with any representation, warranty, covenant, or other obligation set forth in this Attachment 10. Subcontractor's duty of indemnity under this Section 9 shall not be limited by the types or amounts of Insurance maintained by Subcontractor or Subcontractor's sub-subcontractors of any tier. Subcontractor acknowledges and agrees that The Center may offset the amount of any indemnification payment due pursuant to this Section 9 against any amounts otherwise due and payable to Subcontractor in connection with the Agreement including but not limited to amounts due and payable under the Agreement. Subcontractor's obligations and responsibilities under this Section 9 are in addition to, and not in lieu of, its obligations and responsibilities set forth in Section 4 of Attachment 1 to the Agreement.

10. Subcontractors. The terms of this Attachment 10 shall extend to and bind Subcontractor's employees, agents, partners, and sub-subcontractors of any tier.

11. Survival. The provisions of this Attachment 10 shall survive the expiration or earlier termination of this Agreement.

ATTACHMENT 11

Additional Provisions

The Subcontractor is responsible for flow down requirements from the Funder as described in the prime contract.

F. Data Collection and Performance Measures

1. The Contractor shall collect, or direct its subgrantees to collect, all data elements identified below. These data elements shall be reported by the Contractor to DHCS.

a. Report Metrics

i. Progress Narrative Report – Shall include accomplishments, summary of progress with meeting desired outcomes stated in the application, and summary of barriers and challenges.

ii. Final Narrative Report - Shall include accomplishments, summary of progress with meeting desired outcomes stated in the application, and summary of barriers and challenges encountered throughout the implementation of the BHTEP project. The summary of challenges shall include specific scenarios that arose throughout the contract.

iii. Final Financial Report.

H. Monitoring BHTEP Grantees

1. The Contractor shall develop mechanisms and processes to oversee and monitor the BHTEP to ensure compliance with contractual obligations.

2. Monitoring activities can include virtual onsite visits, desk reviews, etc. The Contractor shall be responsible for conducting a sampling of onsite visits and desk reviews of BHTEP subcontractors to protect against fraud and abuse throughout the term of the contract.

8. Monitoring and Site Inspections

A. The Contractor and/or Subcontractors shall be subject to monitoring by DHCS for compliance with the provisions of this contract. Such monitoring activities shall include, but are not limited to, inspection of the Contractor's and/or Subcontractors' services, procedures, books, and records, as DHCS deems appropriate. DHCS may conduct monitoring activities at any time during the Contractor's and/or Subcontractors' normal business hours.

B. DHCS shall conduct a review of the Contractor's and/or Subcontractors' records to determine if any of the claimed expenditures were an improper use of grant funds.

C. The refusal of the Contractor and/or Subcontractors to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for DHCS to complete its monitoring and inspection activities constitutes an express and immediate material breach of this contract and will be a sufficient basis to terminate the contract for cause.

9. Subcontractor Non-Compliance

A. If the Subcontractor fails to comply with Federal statutes, regulations, or the terms and conditions of the grant, The Center may impose additional conditions on the sub award, including:

1. Withholding authority to proceed to the next phase until receipt of evidence acceptable performance within a given performance period;

2. Requiring additional or more detailed financial reports;

3. Requiring technical or management assistance; and/or

4. Establishing additional prior approvals.

B. If The Center determines that the Subcontractor's noncompliance cannot be remedied by imposing additional conditions, The Center may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Contractor.

2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend the Contract activities or terminate the Contract.
4. Recommend that suspension or debarment proceedings be initiated by the Federal awarding agency.
5. Withhold further Contracts.
6. Take other remedies that may be legally available.

10. Federal Requirements

The Subcontractor shall comply with the following Federal laws:

- A. Title VI of the Civil Rights Act of 1964, section 2000d, as amended.
- B. Age Discrimination Act of 1975 (45 CFR Part 90).
- C. Section 1557 of the Affordable Care Act.
- D. Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35).
 1. California Government Code section 11135 codifies the protections of Title II of the Americans with Disabilities Act.
- E. Section 504 of the Rehabilitation Act of 1973.
- F. Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended, and 2 CFR Part 175.
- G. Clean Air Act (42 USC 7401 - 7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.
- H. Byrd Anti-Lobbying Amendment (31 USC 1352).
 1. The Subcontractor shall certify to The Center that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- I. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A- E).
 1. The Contractor shall comply with the regulations set forth in 42 CFR Part 2, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

Attachment 12

Special Terms and Conditions for Federal Awards

The Subcontractor must comply with flow down requirements from the Funder as described in the prime contract Special Terms and Conditions, notwithstanding provisions 4 g., 5, 6, 16, 17, 18, 23, 24, 30 and 31 which do not apply to this agreement.

The Special Terms and Conditions for Federal Awards can be accessed here:

<https://www.shfcenter.org/assets/MAT-SOR2-CVT-Attachment-12-Special-Terms-and-Conditions-for-Federal-Awards.pdf>.

**ATTACHMENT 13
CERTIFICATION REGARDING LOBBYING**

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 subcontractor's, subcontracts, and contracts under 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 Number

Signature of Person Signing for Contractor

Date

Title

ATTACHMENT 14 DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
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 reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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.

ATTACHMENT 15

Business Associate Agreement

The Business Associate (Subcontractor) and The Center have entered into an agreement pursuant to which Business Associate and The Center have agreed to provide certain services to or on behalf of the Department of Health Care Services (DHCS). The following conditions apply to the extent that performance of the project by Subcontractor results in Subcontractor having access to or gathering Protected Health Information or Personal Information as defined in paragraph 4.1 below:

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 Subcontractor Agreement and the contract to which this Business Associate Subcontractor 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. DHCS intends that The Center and Subcontractor 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. Subcontractor (however named elsewhere in this Agreement) is the Business Associate of The Center acting on The Center's behalf and provides services or arranges, performs, or assists in the performance of functions or activities on behalf of The Center, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Subcontractor's obligations under this Agreement. Subcontractor and The Center 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 Subcontractor.** Except as otherwise indicated in this Agreement, Subcontractor may use or disclose PHI only to perform functions, activities or services specified in this Agreement on behalf of The Center, provided that such use or disclosure would not violate HIPAA if done by

DHCS or The Center.

7.1 Specific Use and Disclosure Provisions. Except as otherwise indicated in this Agreement, Subcontractor may use and disclose PHI if necessary, for the proper management and administration of the Subcontractor or to carry out the legal responsibilities of the Subcontractor. Subcontractor may disclose PHI for this purpose if the disclosure is required by law, or the Subcontractor 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 Subcontractor 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, Subcontractor 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 Subcontractor is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Subcontractor 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 Subcontractor

9.1 Nondisclosure. Subcontractor 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 Subcontractor 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, at a minimum, at Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.2.2 Subcontractor 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 Subcontractor shall maintain, at a minimum, industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor's Agent. Subcontractor shall ensure that any agents, subcontractors, subgrantees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Subcontractor agree to the same restrictions and conditions that apply to Subcontractor with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects. Subcontractor shall mitigate, to the extent practicable, any harmful effect that is known to Subcontractor of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI. Subcontractor shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI. Subcontractor 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. Subcontractor 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 Subcontractor 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. Subcontractor shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of The Center available to The Center upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining The

Centers' compliance with 45 CFR Part 164, Subpart E.

- 16. Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Subcontractor shall return or destroy all PHI and other confidential information received from, or created or received by the Subcontractor on behalf of, The Center that Subcontractor still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Subcontractor shall notify The Center of the conditions that make the return or destruction infeasible, and The Center and Subcontractor shall determine the terms and conditions under which Subcontractor may retain the PHI. If such return or destruction is not feasible, Subcontractor 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 Subcontractor receives data from or on behalf of The Center or DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Subcontractor 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.** Subcontractor 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 the Center.

- 18.1.1** Subcontractor shall notify The Center **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 Subcontractor is unable to provide notification by email, then Subcontractor shall provide notice by telephone to The Center.
- 18.1.2** Subcontractor shall notify The Center **within 24 hours by email** (or by telephone if Subcontractor is unable to email The Center) 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 Program Contract Manager (as applicable).

Subcontractor shall work with The Center to meet The Center's reporting obligations to DHCS. Subcontractor agrees to assist The Center in completing the 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 assist in gathering 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, Subcontractor 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. Subcontractor shall immediately investigate such security incident or confidential breach.

18.3 Complete Report. Subcontractor shall assist The Center in providing a complete report of the investigation to their 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, Subcontractor shall make reasonable efforts to assist The Center in providing 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 Subcontractor’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 Subcontractor’s corrective action plan.

18.4 Notification of Individuals. If the cause of a breach is attributable to Subcontractor or its agents, Subcontractor 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 Subcontractor or its agents, Subcontractor is responsible for all required reporting of the breach as required by applicable federal and state law.

18.6 The Center Contact Information. To direct communications to the above referenced Center staff, the Subcontractor shall initiate contact as indicated here. The Center reserves the right to make changes to the contact information below by giving written notice to Subcontractor. These changes shall not require an amendment to this Agreement.

**Program Contract Manager
Nora Dunlap**

Address:
1321 Garden Highway, Ste. 210
Sacramento, CA 95833

Email: ndunlap@sierrahealth.org

19. Responsibility of The Center. The Center agrees to not request the Subcontractor 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, The Center may inspect the facilities, systems, books, and records of Subcontractor to monitor compliance with this Agreement. Subcontractor shall promptly remedy any violation of this Agreement and shall certify the same to The Center in writing. Whether or how The Center exercises this provision shall not in any respect relieve Subcontractor of its responsibility to comply with this Agreement.

20.2 If Subcontractor 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, Subcontractor shall promptly notify The Center unless it is legally prohibited from doing so.

21. Termination

21.1 Termination for Cause. Upon The Center's knowledge of a violation of this Agreement by Subcontractor, The Center may in its discretion:

21.1.1 Provide an opportunity for Subcontractor to cure the violation and terminate this Agreement if Subcontractor does not do so within the time specified by The Center; or

21.1.2 Terminate this Agreement if Subcontractor has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings. The Center may terminate this Agreement if Subcontractor 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. The Center makes no warranty or representation that compliance by Subcontractor with this Agreement will satisfy Subcontractor's business needs or compliance obligations. Subcontractor is solely responsible for all decisions made by Subcontractor 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 Subcontractor 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. Subcontractor shall make itself and its employees and agents available to The Center and DHCS at no cost to The Center or DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against The Center or DHCS, its directors, officers and/or employees based upon claimed violation of

HIPAA, which involve inactions or actions by the Subcontractor.

- 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.
- 22.7 The Center's Business Associate Agreement with DHCS.** Subcontractor has received a copy of the Business Associate Addendum between DHCS and The Center and agrees to the same restrictions and conditions that apply to The Center with respect to such PHI and confidential information covered under that agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Subcontractor

The Center

Date: _____

Date: _____

SUBCONTRACT
For
Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth

Project Name:	Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth	Subcontract Number:	CA21MAT543
Effective Date:	November 20, 2021	Expiration Date:	November 30, 2022

SELECT	“ORGANIZATION”	
	<input type="checkbox"/> Sierra Health Foundation 1321 Garden Hwy, Sacramento, CA 95833	<input checked="" type="checkbox"/> Sierra Health Foundation: Center for Health Program Management (The Center) 1321 Garden Hwy, Suite 210 Sacramento, CA 95833

Subcontractor Name:	County of Mono
Address	P.O. Box 556 Mammoth Lakes, CA 93517
Site Location (if applicable)	Mammoth Lakes
DUNS #:	086128832
Tax ID:	95-6005661

1. Subcontractor is the following legal entity (select one):

<input type="checkbox"/> Sole Proprietor/Individual(s)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Partnership	<input checked="" type="checkbox"/> Other: Government/Public

2. Enter all funding sources for the Subcontractor award.

Public Funding Source	CFDA#	Award #	Award Year	Jurisdiction	GS #	Amount
Coronavirus Response and Relief Supplemental Appropriations Act; Block Grants for Prevention and Treatment of Substance Abuse	93.959	B08TI083527	2021	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	280	\$91,320.00
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local		
Identification of type of federal subaward relationship according to 2 CFR 200.				<input checked="" type="checkbox"/> Subrecipient § 200.93	<input type="checkbox"/> Subcontractor § 200.23	
Private Funding Source		Award #	Award Year			Amount

3. “Subcontractor Price” is the maximum amount to be paid to the Subcontractor under this Subcontract as follows:

SUBCONTRACTOR PRICE	\$91,320.00
ADVANCE PAYMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$91,320.00

AGREEMENT TYPE	
<input type="checkbox"/> Standard Subcontract Agreement	<input checked="" type="checkbox"/> Non-Standard Subcontract Agreement <input checked="" type="checkbox"/> Modification of insurance requirements <input type="checkbox"/> Indemnification modifications

4. "Attachments" are incorporated in this Subcontract as if included in full in the body of this document:

ATTACHMENT NO. CHECK APPLICABLE BOX	DESCRIPTION OF ATTACHMENT (Attachments 1-8 are to be included in all Subcontracts. Attachments 9-11 will be included if the box is checked.)
Attachment 1	Standard Terms and Conditions
Attachment 2	Scope of Services
Attachment 3	Budget
Attachment 4	Insurance Requirements
Attachment 5	Dispute Resolution
Attachment 6	Certification Regarding Debarment and Suspension
Attachment 7	Certificate for Contracts, Grants, Loans, and Cooperative Agreements
Attachment 8	Schedule of Federal Funds
Attachment 9 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Personally Identifiable Information
Attachment 10 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Confidentiality
Attachment 11 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Additional Provisions
Attachment 12 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Terms and Conditions for Federal Awards
Attachment 13 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Certification Regarding Lobbying
Attachment 14 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Disclosure of Lobbying Activities
Attachment 15 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Business Associate Agreement

5. The following "Special Provisions" modify the terms of the Standard Subcontract Agreement and are included in a Non-Standard Subcontract Agreement. These Special Provisions may be included only if approved by the Organization as indicated by the accompanying initials.

SPECIAL PROVISION	Approved
Subcontractors are required to attend an onboarding webinar to review compliance and reporting requirements, and performance and progress monitoring.	
The following sections in the prime contract are waived for subcontractors: Exhibit D(F) Section 3 Procurement Rules, Section 4 a (1) Reporting of Equipment/Property Receipt, (2) Annual Equipment/Property Inventory, and 4 (g) Motor Vehicles.	
Subcontract Agreement Section 2.03 <u>Invoice Instructions. Does not apply.</u>	
Subcontract Agreement Attachment 4 Insurance Section 1 (f) Automobile Insurance is waived.	
Attachment 1 Section 2.02 Unauthorized Services. Shall be replaced with "Any services not authorized under the terms of this Agreement shall be at the sole cost and expense of Subcontractor and will not be compensated by The Center or Funder and the provision of such services utilizing funding under this Agreement may in the sole and absolute discretion of The Center be deemed a material breach of this Agreement, and in no event shall an extension in the Term be granted on account of such unauthorized services."	

MEDICATION ASSISTED TREATMENT (MAT)
SOR 2 CORONAVIRUS TELEHEALTH
SUBCONTRACT AGREEMENT

This Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth Subcontract Agreement (the “Agreement”) is made and entered into as of **November 20, 2021** (the “Effective Date”) by and between Sierra Health Foundation: Center for Health Program Management (“The Center”) and **County of Mono-Mammoth Lakes**, a “Government” (“Subcontractor”).

In consideration of the mutual covenants set forth herein, the parties agree as follows:

Prime Contract. The Center and the California Department of Health and Human Services (the “Funder”) entered into that certain Behavioral Health Telehealth Expansion Project (BHTEP Agreement 21-10295) dated September 20, 2021 (the “Prime Contract”), for the Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth Project (the “Project”) whereby The Center agreed to assist DHCS with the administration of the funds to organizations to develop, enhance, and/or expand their facility's telehealth infrastructure to address the needs of individuals with substance use disorder (SUD), and/or serious mental illness (SMI), or with serious emotional disturbances (SED). The Center hereby engages Subcontractor, as an independent contractor, to render the Services defined in Section 2 in connection with the services to be performed under the Prime Contract and Subcontractor is willing to perform such Services subject to the terms and conditions set forth in this Agreement. Subcontractor has been provided with the opportunity to review the terms of the Prime Contract, a copy of which is available through the following link: <https://www.shfcenter.org/assets/MAT-SOR2-CVT-Prime-Contract-21-10295.pdf>. The terms of the Prime Contract are hereby incorporated into this Agreement by reference, in their entirety subject to Section 1.01 of **Attachment 1**. In the event of any conflict, ambiguity, or inconsistency between or among the provisions, terms or conditions of this Agreement, including the attachments hereto or any documents referred to herein, or between or among the provisions, terms or conditions of this Agreement and the Prime Contract, the provision, term or condition requiring the greater quantity or higher quality, or placing the greater burden on Subcontractor, shall govern and control.

1. Scope of Services. Subcontractor will perform the services described in the Scope of Services attached hereto as **Attachment 2** and incorporated herein by reference (the “Services”). By signing this Agreement, Subcontractor agrees to perform the Services in accordance with any applications submitted by Subcontractor and approved by The Center and in accordance with this Agreement including the attachments. Subcontractor further certifies that it meets all eligibility requirements for performance and payment for the Services including as agreed based on the application submitted by Subcontractor.
2. Total Subcontract Price. Total payments by The Center to Subcontractor in connection with the performance of Services under this Agreement, including fees, reimbursements, costs, travel, and any other payments made for services rendered, material provided, or other expenses (collectively, “Compensation”), whether paid pursuant to the invoice procedure described in Section 2.01 of **Attachment 1**, as an advance payment, or by any other means, shall not exceed **\$91,320.00** (“Total Subcontract Price”).
 - a. Advance payment. Upon execution of this Agreement and after all requirements in Section 5 are met, Subcontractor shall receive a single advance payment in the amount of **\$91,320.00** to be applied against the Compensation payable in accordance with Section 2.01 of **Attachment 1**. Any unearned portion of such advance payment held by Subcontractor at the expiration of the Term or earlier termination of the Agreement shall be returned to The Center no later than ten (10) business days following the termination date.

3. Term. The term of this Agreement will commence on the Effective Date and will continue thereafter until **November 30, 2022** (the “Expiration Date”) or earlier termination in accordance with the terms of this Agreement (the “Term”).
4. Insurance. Without limiting Subcontractor’s duty of indemnification as set forth in Section 4 of **Attachment 1**, Subcontractor will obtain and maintain in force at all times during the Term insurance in accordance with the provisions of **Attachment 4**, attached hereto and incorporated herein by reference, and in accordance with the provisions of the Prime Contract, (the “Insurance”), with insurers reasonably acceptable to The Center. Subcontractor will provide evidence of such Insurance to The Center within five (5) business days after the Effective Date. The Certificate of Insurance must include the name of the Project. It is understood and agreed that The Center shall not pay any sum to Subcontractor under this Agreement unless all Insurance required by this Agreement is in force at the time that Services subject to such payment are rendered and Subcontractor has delivered evidence of same to The Center.
5. Attachments. The following attachments hereto are incorporated by reference into the Agreement (“Attachments”):

Attachment 1: Standard Terms and Conditions

Attachment 2: Scope of Services

Attachment 3: Budget

Attachment 4: Insurance Requirements

Attachment 5: Dispute Resolution Provisions

Attachment 6: Certification Regarding Debarment and Suspension

Attachment 7: Certification for Contracts, Grants, Loans, and Cooperative Agreements

Attachment 8: Schedule of Federal Funds

The following Attachments hereto are incorporated by reference into this Agreement if the box next to each Attachment is marked or checked:

- Attachment 9:** Personally Identifiable Information
- Attachment 10:** Confidentiality
- Attachment 11:** Additional Provisions
- Attachment 12:** Special Terms and Conditions for Federal Award
- Attachment 13:** Certification Regarding Lobbying
- Attachment 14:** Disclosure of Lobbying Activities
- Attachment 15:** Business Associate Agreement

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date. **November 20, 2021.**

THE CENTER

SUBCONTRACTOR

BY _____

Gil Alvarado
Sr. Vice President of Finance and Administration
Chief Executive Officer

Authorized Representative Signature

Print Name of Authorized Representative & Title

DATE: _____

DATE: _____

The Center Program Contact:

Subcontractor's Address:

Sierra Health Foundation:
Center for Health Program Management
Nora Dunlap
Program Officer
1321 Garden Highway, Suite 210
Sacramento, CA 95833

County of Mono

Robin Roberts
Director
P.O. Box 556
Mammoth Lakes, CA 93517

Subcontractor's Contact Information:

(760) 924-1750
rroberts@mono.ca.gov

Secondary Contact Information:

Amanda Greenberg
Program Manager
(760) 924-1754
agreenberg@mono.ca.gov

Subcontractor's Tax ID Number:

95-6005661

Contract Number:

CA21MAT543

DUNS Number

086128832

ATTACHMENT 1

Standard Terms and Conditions

1. SERVICES TO BE PERFORMED BY SUBCONTRACTOR

1.01. Prime Contract. Subcontractor shall be bound and obligated by the Prime Contract, and to The Center, in the same manner and to the same extent as The Center is bound to the Funder under the Prime Contract, to the extent that the terms of the Prime Contract relate in any way, directly or indirectly, to the Services to be performed under this Agreement. Notwithstanding the foregoing or any contrary provision of this Agreement, nothing in this Agreement shall be construed as bestowing any rights or privileges on Subcontractor beyond what is provided for in the Agreement. Moreover, nothing in this Agreement shall be construed as limiting any rights or privileges of The Center otherwise allowed or provided for by the Agreement or the Prime Contract. In the event of an inconsistency between this Agreement and the Prime Contract, the terms of the Prime Contract shall govern.

1.02. Status of Subcontractor. Subcontractor enters into this Agreement, and will remain throughout the Term, as an independent contractor. Subcontractor agrees that Subcontractor does not and will not have any authority to act for, represent, obligate, or bind The Center in any way, nor in any way be deemed an agent, partner, joint venturer, employee, or in any other capacity a representative of The Center. Subcontractor agrees that Subcontractor is not entitled to the rights or benefits afforded to The Center's employees, including but not limited to disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Subcontractor is responsible for providing, at its own expense, disability insurance, unemployment insurance, workers' compensation insurance, and any other insurance, training, permits, and licenses for itself and for its employees and sub-subcontractors of any tier.

1.03. Method of Performing Services. Subject to the terms of this Agreement, Subcontractor will determine the method, details, and means of performing the Services hereunder. The Center reserves the right in its sole discretion to determine the amount and allocation of work assigned to Subcontractor at all times during the Term.

1.04. Time and Place of Performing Services. Subject to the terms of this Agreement, Subcontractor may select the time and location for performance of the Services.

1.05. Employees. Subcontractor shall not hire employees of The Center or any organization related to the Center to perform any portion of the Services or any work arising in connection with the Services, including, without limitation, secretarial, clerical, and similar incidental or nonincidental services.

1.06. Equipment, Materials, and Tools. Subcontractor will furnish all equipment, materials, tools, and supplies used in connection with performance of the Services.

1.07. Payment of Taxes. Subcontractor is responsible for paying when due all taxes, including penalties and interest, incurred in connection with Subcontractor's performance of the Services including, without limitation, income taxes, self-employment taxes, and other taxes, including estimated taxes, incurred as a result of any Compensation paid by The Center to Subcontractor for the Services rendered hereunder. Subcontractor will not be treated as an employee for purposes of disability income, Social Security taxes and benefits, federal unemployment compensation taxes, state unemployment insurance benefits, state wage and hour laws, and federal income tax withholding at sources. Subcontractor agrees to defend and indemnify The Center for any claims, costs, losses, fees, penalties, interest, or damages incurred by The Center resulting from

Subcontractor's failure to comply with this Section. Subcontractor further agrees that in the event and to the extent Subcontractor is determined, by a court or agency with jurisdiction, to be an employee for purposes of a California Wage Order due to application of the "ABC" test set forth in the California Supreme Court case *Dynamex Operations West, Inc. v. Superior Court*, 4 Cal.5th 903 (2018), Subcontractor will still be considered an independent contractor for purposes of this Agreement and all other laws.

1.08. Compliance with Laws. Subcontractor, in the course of performance of the Services, shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations.

1.09. Record Retention/Audit. Subcontractor agrees to maintain and preserve records related to this Agreement until seven (7) years following (a) termination of this Agreement or (b) final payment to Subcontractor hereunder. Subcontractor further agrees to permit The Center or Funder (through their respective designated representatives) to have access to, examine, and audit any books, documents, papers, and records related to this Agreement and to allow interviews of any employees who might reasonably have information related to such books, documents, papers, or records.

Subcontractor agrees that The Center and Funder (through their respective designated representatives) will have the right at any time during the Term, during Subcontractor's normal business hours, to conduct monitoring activities including but not limited to on-site visits and desk reviews, with respect to the Services (including deliverables) being provided by Subcontractor hereunder and Subcontractor's compliance with this Section. Subcontractor further agrees to comply with all audit and record retention requirements of the Prime Contract. The provisions of this Section shall survive the termination of this Agreement.

2. COMPENSATION

2.01. Compensation. In consideration for the Services provided in accordance with this Agreement, The Center will compensate Subcontractor pursuant to the Budget set forth in **Attachment 3**, attached hereto and incorporated herein by reference, subject to the not-to-exceed Total Subcontract Price. Unless otherwise required by the Prime Contract, invoice documentation shall be submitted on a monthly basis by the tenth (10th) day of the month, and shall detail actual line-item expenditures corresponding to **Attachment 3** incurred during the invoice period. Concurrently with such invoice documentation, unless expressly waived in a prior writing by The Center, Subcontractor shall deliver to The Center documentation for expenses corresponding to the invoice including, without limitation, time sheets or payroll records for each employee; receipts for supplies; documentation for sub-subcontract expenditures; and documentation for overhead and indirect expenditures. Subcontractor's duty to submit both the described invoice documentation and corresponding expense documentation in accordance with this Section 2.01 is a condition precedent to payment and to The Center's obligation to make any payment to Subcontractor under this Section 2.01. Invoice documentation and expense documentation will require approval from The Center prior to payment. The Center will pay all approved Compensation owed to the Subcontractor hereunder by check mailed to the Subcontractor at the invoice address, or by electronic funds transfer to the financial institution authorized in writing by the Subcontractor, within forty-five (45) days after The Center's receipt of an approved invoice. If The Center cannot determine whether an expense should be allowed because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, The Center may disallow all questionable costs, and The Center may withhold payment. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Notwithstanding the foregoing or any contrary provision of the Agreement, The Center will have no obligation to pay Subcontractor until The Center has received funds for such payment from the Funder.

2.02. Unauthorized Services. Any services not authorized under the terms of this Agreement shall be at the sole cost and expense of Subcontractor and will not be compensated by The Center or Funder and may in the sole and absolute discretion of The Center be deemed a material breach of this Agreement, and in no event shall an extension in the Term be granted on account of such unauthorized services.

2.03. Invoice Instructions. The agreement number must be identified on every invoice submitted for reimbursement and invoice must designate expenses by activity listed in **Attachment 3**. All invoices must include the following language: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Agreement with The Center. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Invoices must be emailed to centerinvoices@shfcenter.org with a cc: to at or mailed to:
The Center
Attn:
1321 Garden Highway
Sacramento, California 95833

2.04. Timely Submission of Final Invoice. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked “Final Invoice”, indicating that all payment obligations of The Center under this Agreement have ceased and that no further payments are due or outstanding.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SUBCONTRACTOR

3.01. Non-Exclusive Relationship. Except as expressly provided otherwise herein, this Agreement does not create an exclusive relationship between the parties. Subcontractor may in its discretion perform services for and contract with additional clients, persons, or companies during the Term. The Center may, in its sole discretion, engage other contractors to perform the same or similar work that Subcontractor will perform under this Agreement before, during, or after the Term.

3.02. Conflict of Interest. Notwithstanding the foregoing Section 3.01, Subcontractor represents and covenants that it has no interest, direct or indirect, and shall have no such interest during the Term, that conflicts or would conflict in any manner with its relationship with The Center, performance of the Services under this Agreement, or any monetary or business interest of The Center or the Funder. The terms of this Section 3.02 shall bind Subcontractor and its employees, agents, sub-subcontractors of any tier, and third parties performing services or providing materials in connection with performance of the Services.

3.03. All Licenses. Subcontractor represents, warrants, and covenants that Subcontractor maintains, and will maintain at all times during the Term, all licenses, permits, and other governmental approvals and authorizations required by state, local, and federal laws to perform the Services, and will promptly provide copies of any such licenses, permits, and any other governmental approvals and authorizations to The Center upon request.

3.04. Sub-subcontractors. Subcontractor represents, warrants and covenants to The Center that (a) except with The Center's express prior written consent, this Agreement shall be incorporated by reference in its entirety into all sub-subcontracts of any tier, and (b) Subcontractor shall remain solely responsible for sub-subcontractors' performance and adherence to the terms of this Agreement.

3.05. Performance; Industry Standards and Practices. Subcontractor warrants and covenants that the Services to be provided under this Agreement will be performed in a professional manner conforming to generally accepted industry standards and practices. The Center shall have the right to assess the quality and progress of the Services performed by Subcontractor at any time and without advance notice to Subcontractor, including, without limitation, by progress and performance reports that Subcontractor shall provide in a form and frequency as may be required by The Center in its sole discretion. Notwithstanding any prior approval of an invoice pursuant to Section 2.01, The Center reserves the right to withhold payment, nullify and obtain reimbursement from Subcontractor for any payment made, terminate this Agreement, and/or take any other action to which it is entitled by law or this Agreement, as to any Services that The Center in its sole and absolute discretion determines to be incomplete, not satisfactory, or noncompliant with the Scope of Services or any other provision of this Agreement. Further, The Center may recover overpayments that The Center determines, in its sole and absolute discretion, by audit or otherwise, should not have been made to Subcontractor. Subcontractor agrees to reimburse any amounts, and/or return any overpayments, to The Center in accordance with this Section 3.05 within fifteen (15) days of demand by The Center.

3.06. Copyright; Proprietary Rights. Subcontractor represents and warrants that the materials, if any, produced by Subcontractor under this Agreement are and will be original and do not and will not infringe upon any intellectual property rights of The Center or any third party.

3.07. Return of Property of The Center. Upon the expiration or earlier termination of this Agreement, Subcontractor will return to The Center any and all property, documentation, records, equipment, intellectual property, and Confidential Information (defined in Section 7.01(a), below) that is the property of The Center.

4. INDEMNITY

4.01. General Indemnification. To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend, and hold The Center, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees (collectively, "Indemnitees") free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies (including, without limitation, interest, penalties, attorneys' fees, and costs) arising out of or connected with: (a) any breach by Subcontractor of any representation, warranty, covenant, or other obligation contained in this Agreement; (b) the performance by Subcontractor of the Services; or (c) any act or omission of any sub-subcontractor of any tier, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Services. Subcontractor's duty of indemnity under this Article 4 shall not be limited by the types or amounts of Insurance maintained by Subcontractor or Subcontractor's sub-subcontractors of any tier. Subcontractor acknowledges and agrees that The Center may offset the amount of any indemnification payment due pursuant to this Article 4 against any amounts otherwise due and payable to Subcontractor in connection with this Agreement including but not limited to amounts otherwise due and payable under Section 2.01. The provisions of this Article 4 shall survive the expiration or earlier termination of this Agreement.

4.02. Indemnification – Patent and Intellectual Property. Subcontractor shall indemnify, defend, and hold harmless the Center and the Funder from and against any and all suits, actions, legal, or administrative

proceedings, claims, allegations, causes of action, demands, damages, liabilities, interest, attorneys' fees, costs, expenses, and losses of any kind or nature to the extent arising from any concepts, products, designs, equipment, materials, processes, copyrighted materials, or confidential information furnished by Subcontractor under this Agreement that is alleged to or actually infringes any patent or copyrighted material or is claimed to be or determined to be a theft of trade secrets. If use of any part of such concept, product, design, equipment, material, process, copyrighted material, or confidential information is limited or prohibited, Subcontractor shall, at its sole expense, procure the necessary licenses to use the infringing concept, product, design, equipment, material, process, copyrighted material or confidential information or, with prior written approval from the Center or Funder, replace it with substantially equal but non-infringing concepts, products, designs, equipment, materials, processes, copyrighted material, or confidential information, provided:

(a) any substituted or modified concepts, products, designs, equipment, materials, processes, copyrighted material, or confidential information shall meet all the requirements and be subject to all the provisions of this Subcontract; and

(b) any replacement or modification shall not modify or relieve Subcontractor of its obligations under this Agreement.

The foregoing obligation shall not apply to any concept, product, design, equipment, material, process, copyrighted material, or confidential information that has been furnished in writing by the Center or Funder to Subcontractor.

5. NONDISCRIMINATION

5.01. Subcontractor agrees that Subcontractor and its employees, agents, and sub-subcontractors of any tier, if any, shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances, and shall not unlawfully discriminate, harass, or allow harassment against any of its employees or applicants for employment, any employees or agents of The Center, or any recipient of Services contemplated to be provided or provided under this Agreement, based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, gender, sexual orientation, age, medical condition (including HIV and AIDS), or physical or mental disability. Subcontractor shall ensure that the evaluation and treatment of employees and applicants for employment, The Center employees and agents, and recipients of Services are free from such discrimination and harassment.

5.02. Subcontractor represents that is in compliance with and covenants that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*), the Fair Employment and Housing Act (Government Code § 12900 *et seq.*), and regulations and guidelines issued pursuant thereto.

5.03. Subcontractor agrees to compile data, maintain records, post required notices, and submit reports, to evidence compliance with or permit effective enforcement of laws and this Article 5, and shall upon request by The Center provide evidence of compliance with this Article 5.

5.04. Subcontractor shall include the complete terms of this Article 5 in all sub-subcontracts of any tier arising out of or related to this Agreement.

6. TERMINATION OF AGREEMENT

6.01. Termination for Convenience. The Center may, upon ten (10) days' prior written notice to Subcontractor, terminate this Agreement for any reason or for no reason. The Center will incur no liability to

Subcontractor by reason of termination pursuant to this Section 6.01; provided, however, that Subcontractor may be paid, in accordance with the payment procedures and requirements of this Agreement including Section 2.01 of this **Attachment 1**, for Services satisfactorily performed prior to the termination date and approved by The Center. In the event of termination under this Section 6.01, Subcontractor shall not be entitled to payment, including any overhead and/or profit, for Services not performed.

6.02. Termination on Occurrence of Stated Events. This Agreement will terminate automatically on the occurrence of any of the following events:

- (a) Default under Section 6.03; or
- (b) Disability or death of Subcontractor; or
- (c) Expiration or earlier termination of the Prime Contract.

Notwithstanding any contrary provision in this Agreement, if The Center determines that it has not received or will not receive any portion of anticipated funding for this Agreement, then The Center may in its sole discretion, upon five (5) business days' prior notice to Subcontractor and without any liability to Subcontractor (a) revise the scope of the Services, or (b) terminate this Agreement.

6.03. Termination for Default.

(a) Subcontractor Default. If Subcontractor defaults in the performance of any of its obligations under this Agreement or materially breaches any provision of the Agreement, The Center may terminate this Agreement, after providing to Subcontractor five (5) business days' notice of the default or breach and Subcontractor's failure to completely cure the default or breach within such five (5)-business day time period. Termination will take effect upon communication of the notice of termination in accordance with Section 8.04.

(b) The Center Default. If The Center defaults in its obligation to pay any approved amount due to Subcontractor under Section 2.01 within thirty (30) days following the date such payment is due, Subcontractor may terminate this Agreement by fifteen (15) days' prior written notice to The Center; provided, however, that if The Center pays the amount due within such fifteen (15)-day period, the Agreement shall continue in full force and effect as if no such default had occurred.

7. CONFIDENTIALITY

7.01. Definitions. For purposes of this Agreement:

(a) "Confidential Information" means all non-public or proprietary information disclosed before, on, or after the Effective Date, by The Center to Subcontractor, or deliverables provided by Subcontractor to The Center hereunder, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," including, without limitation: research, plans, or other information regarding The Center's or Subcontractor's program and operations, lists of Affiliates (defined in Section 7.01(b) below), identities of Affiliates, software, developments, inventions, processes, formulas, technology, designs, drawings, marketing, finances, or other business information; and

(b) "Affiliates" means, for purposes of this Article 7 and with respect to The Center, any partners, investors, donors, or third-party providers of goods or services to The Center, or any third parties to whom The Center provides goods or services.

7.02. Confidentiality Obligations. At all times during the Term and thereafter, Subcontractor will: (a) use best efforts to protect and safeguard the confidentiality of all Confidential Information, (b) not access or use any Confidential Information, or cause or permit Confidential Information to be accessed or used, for any purpose other than in connection with compliance with this Agreement, (c) not disclose or cause or permit Confidential Information to be disclosed in any manner (except as may be required by law or pursuant to court order, provided that such disclosure does not exceed the extent of disclosure required by such law or court order), directly or indirectly, to any third person or entity, (d) immediately notify The Center of any breach of this Section 7.02 including without limitation unauthorized disclosure of Confidential Information, and (e) fully cooperate in any effort undertaken by The Center to enforce its rights under this Section 7.02. On the expiration or earlier termination of this Agreement, Subcontractor will promptly return to The Center all Confidential Information in its possession.

7.03. Compliance with FAR 52.203-19. Notwithstanding the foregoing provisions of this Article 7 or anything contained in this Agreement to the contrary, the parties shall fully comply with the requirements of FAR 52.203-19, which implements Section 743 of the *Consolidated and Further Continuing Appropriations Act of 2015*, Pub. L. 113-235 (Dec. 6, 2014). As a result, nothing contained in this Article 7 or its subparts is intended, or should be interpreted or construed, to prevent Subcontractor or the Center's employees and/or subcontractors from reporting instances of waste, fraud or abuse on a federal contract, in accordance with FAR 52.203-19(b).

7.04. Subcontractors. The terms of this Article 7 shall extend to and bind Subcontractor's employees, agents, sub-subcontractors of any tier, and partners.

8. GENERAL PROVISIONS

8.01. Survival. The terms and conditions of Section 1.02 (Status of Subcontractor), Section 1.07 (Payment of Taxes), Article 3 (Representations, Warranties, and Covenants of Subcontractor), Article 4 (Indemnity), Article 7 (Confidentiality), and this Article 8 (General Provisions), of **Attachment 1**, will survive the expiration or earlier termination of this Agreement.

8.02. Assignment. Subcontractor may not assign any of its rights, or delegate or subcontract any of its obligations, under this Agreement without the prior written consent of The Center. Any assignment or delegation in violation of the foregoing will be deemed null and void. Subject to the limitations contained in this Section 8.02, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties and their respective successors and permitted assigns.

8.03. Force Majeure. Notwithstanding any provision of this Agreement to the contrary, in the event that performance by either party of any obligation under this Agreement is prevented, restricted, delayed, or interrupted by reason of any circumstance beyond the reasonable control and without the fault or negligence of the party affected, and which circumstance could not have been reasonably foreseen by said party, then upon prompt notice to the other party the affected party will be excused from performance to the extent and for the duration of such prevention, restriction, delay, or interruption. For avoidance of doubt, such circumstances shall not include the following (this is not intended to be a complete list): economic hardship; inability to obtain or delayed availability of sufficient labor or materials, unless due to an industry-wide materials shortage or labor strike; changes in market conditions; or non-catastrophic climatic conditions and geological events.

8.04. Notices. Any notices, consents, waivers, and other communications hereunder must be in a writing and may be effected by: (a) personal delivery, (b) mail, registered or certified, postage prepaid with return receipt requested, or (c) electronic transmission (“e-mail”) that provides for proof of receipt, to the parties at the addresses appearing below the parties’ signature blocks to this Agreement. Either party may change such addresses by giving written notice to the other party in accordance with this Section 8.04. Notices delivered personally will be deemed communicated upon receipt; mailed notices will be deemed communicated as of the earlier of the day of receipt or the third (3rd) day after mailing; and e-mailed notices will be deemed communicated as of the time shown on the proof of receipt.

8.05. Amendments. No amendment to or modification of this Agreement will be effective unless it is in writing, identified as an amendment to or modification of this Agreement, and signed by the parties hereto.

8.06. Entire Agreement of the Parties. This Agreement, together with the attachments hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous understandings, agreements, representations, and warranties, whether oral or written, with respect to such subject matter.

8.07. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

8.08. Attorneys’ Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.09. Personnel and Work Rules. Subcontractor shall employ only competent, skilled, and properly trained personnel to perform the Services, and shall remove any Subcontractor personnel determined to be unfit for duty or to be acting in violation of any provision of this Agreement or the Prime Contract. In the event any Subcontractor personnel is removed pursuant to this provision, Subcontractor shall promptly replace such individual with another who is fully competent, skilled, and properly trained to perform the Services.

8.10. Equal Opportunity / Anti-Discrimination. The Center is an equal opportunity employer. Subcontractor represents it is currently in compliance with and shall continue to comply with all federal, state, and local laws and regulations applicable to the Services. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*); The Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq.*), including but not limited to Sections 503 and 504; and the Fair Employment and Housing Act (Cal. Gov. Code § 12900 *et seq.*). Subcontractor shall not discriminate against any sub-subcontractor of any tier, employee, or applicant for employment, based on age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, marital status, or any other characteristic contained in the foregoing provisions, laws and regulations as they currently exist or may be amended from time to time.

8.11. Immigration Laws. Subcontractor shall comply with immigration laws of the United States relating to Subcontractor’s employees and other personnel performing any portion of the Services. Subcontractor certifies that all such personnel shall be authorized by law to work in the United States and have presented documentation to Subcontractor that establishes both identity and work authorization in accordance with applicable immigration laws and regulations.

8.12. Wage and Hour Regulations. At its sole cost and expense, Subcontractor shall comply with all wage and hour laws, rules, and regulations applicable to the Services, including but not limited to The Fair Labor Standards Act, and applicable state or local statutory or regulatory provisions, wage orders, ordinances, and determinations. Upon request by The Center, Subcontractor shall provide Personnel Activity Reports, certified payroll reports, timecards, or other certifications to verify Subcontractor's compliance with this Section and applicable law.

8.13. Uniform Guidance Procurement Standards. Subcontractor shall comply with all applicable procurement standards set forth at 2 C.F.R. § 200 *et seq.*

8.14. Licenses, Registration, Representations and Certifications. At all times, Subcontractor shall be properly registered and licensed to conduct business in the jurisdiction where the Services are to be performed and shall, upon request by The Center, demonstrate that it is not subject to any debarment lists and is registered through the System for Award Management (SAM.gov) portal, and shall at its sole expense provide to The Center upon request any necessary representations and certifications, including, without limitation, as requested by The Center, to demonstrate compliance with this Section.

8.15. Subcontractor Policies and Procedures. Upon request by The Center at any time, Subcontractor shall produce a copy of its employee handbook, policies, and procedures demonstrating implementation and compliance with rules and regulations applicable to the Services.

8.16. Further Assurances. Upon request by The Center at any time, Subcontractor shall provide further assurances including documentation, certification, or other writing requested by The Center, confirming its compliance with applicable laws, rules, and regulations, the Prime Contract, and this Agreement.

8.17. Safety. Subcontractor will obtain and utilize all safety equipment required by law or reasonably necessary for the provision of the Services, including without limitation personal protective equipment, the expense of which safety equipment shall be borne by Subcontractor. Subcontractor will comply with all applicable provisions of OSHA regulations and industry standards. Additionally, Subcontractor and Subcontractor employees shall comply with The Center's safety rules, plans, and procedures applicable to performance of the Services. Subcontractor will provide to The Center a safety plan ("Safety Plan") upon demand by the Center. The Safety Plan will include the following: safety training required for Subcontractor's employees; emergency training required for Subcontractor's employees; procedures for reporting and mitigating hazards and accidents in the Services work area; experience modification rate; the North American Industrial Classification System (NAICS) code of Subcontractor, as well as the NAICS national average rate for incidents in the code of Subcontractor, Subcontractor's OSHA recordable incident rate, including total case incident rate and lost day rate; and acknowledgement that Subcontractor and/or Subcontractor's employee may be removed at The Center's discretion for violation of The Center's safety policies and procedures.

8.18. Governing Law, Jurisdiction, and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction than the State of California. Subject to the Dispute Resolution Provisions set forth in **Attachment 5**, any action or proceeding by either of the parties to enforce this Agreement shall be brought only in any state or federal court located in the City and County of Sacramento, California. The parties irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

8.19. Dispute Resolution. Any claim, dispute, or other matter arising out of or related to this Agreement (a “Dispute”) shall be subject to resolution pursuant to the Dispute Resolution Provisions set forth in **Attachment 5** attached hereto and incorporated herein.

8.20. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original (including copies sent to a party by facsimile or email transmission) as against the party signing such counterpart, but which together will constitute one and the same instrument.

8.21. Headings. The section headings contained in this Agreement are for convenience only and shall not in any way be deemed to limit, construe, alter, or otherwise affect the meaning or interpretation of any section.

ATTACHMENT 2 Scope of Services

The purpose of this project is to develop of enhance the behavioral health telehealth infrastructure of organizations providing mental health or substance use disorder services and address the needs of individuals with substance use disorders, and/or serious mental illness. or with serious emotional disturbances.

Required	Task	Deliverable	Timeframe
✓ Required for all Subrecipients	Complete subrecipient grant program onboarding	Webinar attendance	December 2021
✓ Required for all Subrecipients	Administrative Requirements including submission of narrative and budget reports that address progress toward meeting desired outcomes indicated in the grant application.	1. Progress Report 2. Final Report	March 30, 2022 November 30, 2022
✓	<u>Equipment</u> Increase telehealth infrastructure for behavioral health services indicated in the approved budget for equipment enhancements including one or more of the following: · equipment, electronic accessories, software, and furniture.	· Equipment purchased · Equipment tagged · Equipment Disposition	Effective start date – November 30, 2022
Not Applicable	<u>Training</u> Complete provider focused telehealth training as indicated in the grant application and approved budget.	Verification of training completion by staff. Verification may include certificates of completion and receipts.	Effective start date – November 30, 2022
✓	<u>IT Support</u> IT Support for software and equipment installation, technical trouble shooting, and learning related to Telehealth.	Receipt for services	Effective start date – November 30, 2022

**ATTACHMENT 3
Budget
MAT SOR 2 CVT**

Applicant Organization: Mono County Behavioral Health

Site Name: Mammoth Lakes

SUD or MH Opportunity: SUD Opportunity

Requested Budget

Telehealth Infrastructure

1	<u>Driving Under the Influence Program Electronic System</u>	<u>\$20,000.00</u>
2	<u>Hybrid Technology for Conference Rooms</u>	<u>\$2,500.00</u>
3	<u>Data plan for Agency Owned Devices</u>	<u>\$1,100.00</u>
4	<u>Software Licenses</u>	<u>\$4,000.00</u>
5	<u>InSync Electronic Health Record License, Maintenance, & Hosting</u>	<u>\$31,200.00</u>
6	<u>Echo Electronic Health Record License, Maintenance, & Hosting</u>	<u>\$18,000.00</u>
7	<u>IT Help Desk</u>	<u>\$6,000.00</u>
8	<u>Annual PC Contribution</u>	<u>\$3,920.00</u>
9	<u>Cell phone/data plan stipends</u>	<u>\$4,600.00</u>
	Total Requested Budget	<u>\$91,320.00</u>

THE CENTER BUDGET JUSTIFICATION

Organization/Site Name: Mono County Behavioral Health
SUD/MH Opportunity: SUD Opportunity

Mono County Behavioral Health SUD Telehealth Development and Expansion Program

Mono County Behavioral Health (MCBH) is grateful for the opportunity to apply for the Telehealth Grant through The Center. MCBH is requesting a total of **\$91,320** to help develop, enhance, and expand its telehealth infrastructure. The Department has some existing telehealth infrastructure, but significant gaps remain that MCBH hopes to remedy with this grant opportunity. MCBH is situated in the remote Sierra Nevada Mountains and its five direct substance use disorder (SUD) service providers continue to work remotely. As providers return to work, MCBH intends to adopt a hybrid work model, which comes with its own challenges that the Department hopes to alleviate in part with these grant funds.

Driving Under the Influence Program Electronic System

MCBH operates Mono County's only Driving Under the Influence (DUI) court-mandated program under its SUD program. At this time, all the files remain on paper without a purpose-built system to manage reporting, notes, and charting. This has created workflow and communication challenges during the pandemic that MCBH plans to remediate with the purchase of a DUI Program Electronic System. The estimated cost of purchase, implementation, and licensing of such a program is \$20,000.

Hybrid Technology for Conference Rooms

Like many agencies nation-wide, MCBH is working to meet staff needs and ensure connectivity among our geographically dispersed staff by planning for a hybrid return-to-work model. MCBH would like to purchase two Owl Lab cameras (approximately \$1,000 each) and the associated equipment needed to connect them to existing conference room technology for the largest conference room that MCBH will use for staff meetings, DUI groups, etc. The total cost for this line item is \$2,500.

Data Plans for Agency-Owned Devices

In order to ensure that direct SUD service providers have access to the internet, MCBH purchased a series of tablets and smart phones with its prior telehealth grant award. This year, MCBH would like to continue to sustain the use of the data plans for these devices over the course of the grant. This line item covers the cost of data plans for two to three devices for the grant period; total cost: \$1,100.

Software Licenses

MCBH intends to expand its use of collaborative cloud-based tools, such as Microsoft Sharepoint and Microsoft Teams, by using this grant to pay for Office 365 licenses and Zoom licenses during the course of the grant period. The total cost of this line item is \$4,000, or approximately \$800 for each of the Department's five SUD staff members.

InSync Electronic Health Record License, Maintenance, and Hosting

The most significant need identified through our grant writing process is the need for a new electronic health record (EHR). MCBH's existing legacy system, Echo Clinic's Desktop, consistently makes our SUD staff work

lives more difficult and stressful. As the centerpiece of MCBH's clinical and business operations, an EHR should help make remote work and telehealth sessions easier. Through a structured review and scoring process, MCBH has selected InSync Healthcare Solutions as its desired new EHR vendor and hopes to finalize its contract in September and begin implementation shortly thereafter. The total cost for this line item, \$31,200 will cover annual licenses, maintenance, and hosting for five SUD staff.

Echo Electronic Health Record License, Maintenance, and Hosting

MCBH's goal to transition to a new EHR means that the Department will have several months of overlapping EHR bills. Echo is MCBH's current legacy EHR and the Department hopes to use telehealth grant funds to cover the cost of both EHRs for up to a year to ensure a smooth transition for all SUD staff members. The total cost of this line item is \$18,000.

IT Help Desk

Each week, MCBH's SUD staff access the Mono County Information Technology Department Help Desk for assistance with daily computer needs, management of licenses, and other special projects. The Department has budgeted \$6,000 to cover such needs.

Annual PC Contribution

Additionally, the Department requests funds for its Annual PC Contribution. This is a consistent annual cost for all Dell PC laptops used by MCBH's SUD direct service employees and is used to replace PCs according to their life spans to ensure that there is no lapse in access to services, including telehealth services. The total line item cost is \$3,920.

Cell Phone/Data Plan Stipends

Cell phone and data plan stipends allow MCBH to help SUD staff who do not opt for an agency-owned device to stay connected for telehealth services and remote work. Based on a formula developed by the Mono County Administrator's Office, MCBH is able to offer up to \$109 per month to all staff members who are using their personal cell phones for work-related tasks. At present, there are three to four SUD service providers who take advantage of this benefit. The requested \$4,600 would allow MCBH to pay this stipend to these employees for the course of the grant period.

ATTACHMENT 4

Insurance Requirements

1. **INSURANCE.** Subcontractor shall, at Subcontractor's sole cost and expense and with insurers reasonably approved by The Center with respect to any policy required hereunder, maintain in full force and effect for the entire term of this Agreement the following types of insurance:
 - a. **Commercial General Liability Insurance.** Subcontractor shall procure and maintain Commercial General Liability insurance written on an occurrence basis (Insurance Services Office, Form CG 00 01 or equivalent), limits of at least \$1,000,000 per occurrence and at least \$2,000,000 products/completed operations with a \$2,000,000 general aggregate limit. Subcontractor shall not provide general liability insurance under any Claims Made General Liability form and will require The Center's approval if Subcontractor's General Liability policy contains a deductible greater than \$25,000. The General Liability Insurance policy must expressly cover, without limitation, all liability to third parties arising out of or related to Subcontractor's services or other activities associated with this Agreement, including, without limitation, Subcontractor's obligations under the Indemnification section set forth in Article 4 of **Attachment 1**.
 - b. **Additional Insureds added to General Liability Policy.** Sierra Health Foundation: Center for Health Program Management, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees shall be added as Insureds ("Additional Insureds") under each commercial general liability policy identified in the preceding paragraph above. Specifically, the policy shall include a combination of ISO forms CG2010 10/04 and CG 2037 10/04 or is equivalent. Furthermore, the policy shall apply as primary insurance and that any other insurance coverage carried by or otherwise available to an "Additional Insured" will be excess only and will not contribute with this insurance.
 - c. **Professional E&O Insurance.** Subcontractor shall procure and maintain, for a period of five (5) years following completion of this Agreement, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Subcontractor in this Agreement.
 - d. **Improper Sexual Contact and Physical Abuse Insurance.** Subcontractor shall procure and maintain Sexual Abuse/Physical Abuse insurance coverage in an amount not less than \$1,000,000 per claim. The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It shall provide coverage for the duration of this Agreement and shall be maintained twenty-four (24) months after expiration or earlier termination of this Agreement.
 - e. **Workers Compensation Insurance.** Subcontractor shall procure and maintain Workers Compensation Insurance with minimum limits of \$1,000,000 each for bodily injury by accident (per accident per person), bodily injury by disease (policy limit) and bodily injury by disease (each employee). Subcontractor must maintain such a policy and provide The Center with a certificate of insurance that includes a waiver of subrogation endorsement.
 - f. **Automobile Insurance.** Subcontractor shall procure and maintain Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles, with minimum limits of \$1,000,000 combined single limit per occurrence; such coverage must be for (A) "any auto" or (B) "all owned autos, hired autos and non-owned autos". Furthermore, in the event that ten or more passengers are to be transported in any one such motor vehicle, the operator will also hold a State of California Class B driver's license and the Subcontractor must possess automobile liability insurance in the amount of \$5,000,000 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 reimbursed with grant funds made available under this Agreement. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned vehicles. Subcontractor agrees to include an Additional Insured Endorsement naming Sierra Health Foundation: Center for Health Program Management, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees as additional insureds under ISO form CA 2048 or equivalent. Subcontractor will, as soon as practicable, furnish a copy of the certificate of insurance to The Center. The certificate of insurance will identify The Center contract number referenced on the signature page hereto.

- g. Cyber liability insurance**, including first-party costs, due to an electronic breach that compromises Subcontractor's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims made coverage is acceptable. Such coverage must include:
- Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.
 - Administrative expenses for forensic expenses and legal services.
 - Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.
 - Identity event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It shall provide coverage for the duration of this Agreement and shall be maintained twenty-four (24) months after expiration of this Agreement.

- h. General Insurance Provisions.** Subcontractor agrees 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 on an annual basis. Subcontractor's general liability, auto liability and Professional insurance must be issued by responsible insurance companies, maintaining an A.M. Best's Rating of A-VI or better. Upon failure of Subcontractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of The Center, may be suspended, discontinued or terminated. Failure of Subcontractor to purchase and/or maintain any required insurance shall not relieve Subcontractor from any liability or indemnification under the Agreement.

ATTACHMENT 5

Dispute Resolution Provisions

Any Dispute directly or indirectly involving the Funder shall be subject to resolution pursuant to the dispute resolution provisions of the Prime Contract. In addition, Disputes between The Center and Subcontractor that involve other third parties shall be governed, at the sole option of The Center, by the dispute resolution provisions applicable to the dispute as between The Center and such third parties. In the event of a Dispute between the parties to this Agreement that does not directly or indirectly involve the Funder, or such other third parties as to which The Center elects not to so employ the dispute resolution provisions unique to such third-party disputes, the following provisions of this **Attachment 5** shall govern resolution of the Dispute.

a) Meet and Confer. In the event of any Dispute, a party shall first send written notice of the Dispute to the other party (a "Dispute Notice"). The parties shall first attempt to meet and confer in good faith to resolve by negotiation and consultation any Dispute set forth in the Dispute Notice. If a Dispute is not resolved within fifteen (15) business days after one party delivers the Dispute Notice to the other party, whether or not the parties (and/or their authorized representatives) meet and confer, either party may proceed pursuant to the procedures set forth below in this **Attachment 5**.

b) Procedure. The Dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638, as modified by the provisions of this **Attachment 5**, and any subsequent provisions mutually agreed upon in writing by the parties. Any variations from the statutory reference procedures set forth herein shall be deemed to be a stipulation by the parties to such revised procedures. Should any court or referee determine that the procedures set forth herein violate any statute, case law, rule or regulation, the terms of such statute, case law, rule or regulation shall control and govern.

c) Commencement. The general reference proceeding shall be commenced by a request or a motion filed with the Presiding Judge of the Superior Court of the County of Sacramento, State of California ("Court"). Except to the extent modified herein, the reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code.

d) Referee. The referee appointed by the Court shall be a retired judge who has served at least five (5) years in the courts of the State of California. The Court shall appoint only one referee. Subject to the award of fees and costs to the prevailing party in the general reference, The Center on the one hand, and Subcontractor, on the other hand, shall pay one-half (1/2) of the expenses of the general reference at the rate set by the Court pursuant to Code of Civil Procedure Sections 645.1 and 1023. In no event shall either The Center or Subcontractor be liable to the other for consequential, speculative, or punitive damages, and the referee shall not have the power to award such damages. The referee shall not have the right to convene a jury to be the trier of fact of any controversy hereunder. TO THE EXTENT PERMITTED BY LAW ALL PARTIES HERETO HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.

e) Location of References. All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.

f) Provisional Relief. Any party may, without waiving the right to general reference, prior to the time a referee is appointed by the Court, apply directly to the Court for provisional relief including, but not limited to, the filing of a complaint for the purpose of recording a lis pendens, attachment,

receivership, injunction and motions to expunge a lis pendens. At such time as the Court has appointed a referee, the Court may transfer any such proceeding for provisional relief to the referee for disposition.

g) Discovery. Within twenty (20) days after appointment of the referee, each of The Center and Subcontractor shall serve on the other party all documents relevant to the Dispute and all documents that the party intends to offer as evidence during the reference proceedings. Each party shall be entitled to take one discovery deposition of each other party, to take three non-party depositions, and to propound twenty-five (25) special interrogatories pursuant to Code of Civil Procedure Section 2030.030. The parties shall provide to the referee and to all other parties, within forty-five (45) days after appointment of the referee, a list of expert witnesses who will provide opinion testimony. The parties shall be entitled to depose any designated expert prior to the commencement of the hearing. The referee shall resolve any discovery disputes between the parties. The general reference hearing must commence within three (3) months after appointment of the referee. The referee shall report his or her findings to the Court in the form of a statement of decision within twenty (20) days after the close of testimony, pursuant to Code of Civil Procedure Section 643. The Court shall enter judgment based upon the statement of decision.

h) Costs and Expenses. The referee shall be authorized to award costs of the general reference, including, without limitation, attorneys' fees, expert fees, and fees assessed by the referee, to the prevailing party. The referee shall also be authorized to order other provisional and equitable remedies.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE SUBJECT TO THE GENERAL REFERENCE PROCEEDING PROVISIONS SET FORTH IN THIS ATTACHMENT 5 HEARD BEFORE A REFEREE AND NOT A JUDGE, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR BEFORE A JURY. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP SOME OF YOUR RIGHTS TO DISCOVERY, BUT WILL RETAIN YOUR RIGHTS OF APPEAL. IF YOU REFUSE TO SUBMIT TO GENERAL REFERENCE PROCEEDING AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO PARTICIPATE IN THE GENERAL REFERENCE PROCEEDING UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS GENERAL REFERENCE PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING PROVISION AND VOLUNTARILY AGREE TO SUBMIT DISPUTES, OTHER THAN THOSE EXPRESSLY EXCLUDED ABOVE, TO A GENERAL REFERENCE PROCEEDING BEFORE A REFEREE, RATHER THAN A COURT OR JURY PROCEEDING.

_____ Initials (The Center)

_____ Initials (Subcontractor)

ATTACHMENT 6

Certification Regarding Debarment and Suspension

Subcontractor agrees to comply with 5 U.S.C. §§ 1501-1508, 31 U.S.C. §1352 and 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services if Subcontractor is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that Subcontractor named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3)-year period preceding this proposal 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) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not within a three (3)-year period preceding this application/proposal/Agreement had one or more public transactions (federal, state, or local) terminated for cause or default;
5. Shall notify The Center within ten (10) days of receipt of notification that Subcontractor is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction;
6. Shall obtain a certification regarding debarment and suspension from any of its sub-subcontractors who will be performing Services that are funded in any part through this Agreement; and
7. Hereby agree to terminate immediately any sub-subcontractor's services that will be/are funded through this Agreement, upon discovery that the sub-subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

Subcontractor: _____

BY: _____

DATE: _____

ATTACHMENT 7

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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, 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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," 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 subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) 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. Code. 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.

The Subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subcontractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subcontractor's Authorized Official

Name and Title of Subcontractor's Authorized Official

Date

ATTACHMENT 8

Schedule of Federal Funds

There are Federal funds in this contract. Subcontractor is a subrecipient. Federal funding details for this contract are as follows:

Catalog of Federal Domestic Assistance (CFDA) Title	CFDA#	Award Name and Federal Award Identification Number (FAIN)	Award Year	Federal Awarding Agency	Funding Amount
Coronavirus Response and Relief Supplemental Appropriations Act; Block Grants for Prevention and Treatment of Substance Abuse	93.959	B08TI083527	2021	SAMSHA	\$91,320.00

Total Federal Funds in this contract: \$91,320.00

Were funds awarded for research and development activities? No

Subcontractor's (Subrecipient's) DUNS Number is: 086128832

Subcontractor shall comply with all Federal requirements including OMB requirements for Single Audits, in addition to The Center audit requirements for the purposes of contract monitoring as stated in this Agreement, as applicable.

At the sole discretion of The Center, the dollar amount payable under each Federal Funder in above may be changed upon written notice from The Center to Subcontractor so long as payments do not exceed the maximum total payment amount in accordance with this agreement.

ATTACHMENT 9

Personally Identifiable Information

(When required as indicated in the Attachment checkboxes on page 2.)

Personally Identifiable Information. Subcontractor must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information (PII), as defined by federal law, including, but not limited to, in 2 C.F.R. 200.79 and 2 C.F.R. 200.82, and other information designated as sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

Protected PII is as defined by federal law and includes, as an example only, an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

ATTACHMENT 10

Confidentiality

Subcontractor acknowledges and agrees that Subcontractor will collect, access, use, and maintain confidential, personal, private, and/or sensitive information in the course of performance of the Services. In addition to and notwithstanding or in lieu of the provisions of Section 7 (Confidentiality) of Attachment 1 to the Agreement, Subcontractor agrees to comply with the provisions of this Attachment 10 as follows:

1. Sensitive Information. For purposes of this Agreement, “Sensitive Information” shall mean any information, including data deemed confidential, personal or private for which loss, alteration, misuse or disclosure could adversely affect the interests of the individual.
2. Confidentiality Obligations. At all times during the Term and thereafter, Subcontractor will: (a) use all commercially reasonable means to protect and safeguard the confidentiality of all Sensitive Information; (b) not collect, access, use, or retain any Sensitive Information, or cause or permit Sensitive Information to be collected, accessed, used, or retained, for any purpose other than as required in connection with Subcontractor’s performance of the Services; (c) not publish, transfer, sell, or otherwise disclose or cause or permit disclosure of Sensitive Information, directly or indirectly, to any third person or entity, except (i) as may be required by law or court order, provided that such disclosure shall not exceed the extent of disclosure required by such law or court order, and Subcontractor shall give immediate prior notice to The Center upon receipt of such order, or (ii) with the prior written consent of the party providing or disclosing the Sensitive Information (d) immediately notify The Center of any breach of the provisions of this Attachment 10, including without limitation any unauthorized disclosure of Sensitive Information; (e) comply with all statutes, ordinances, regulations, and rules, whether state, federal, or local, applicable to Sensitive Information; and (f) fully cooperate in any effort undertaken by The Center to enforce the obligations set forth in this Attachment 10.
3. Reporting. Prior to collecting Sensitive Information from any party to whom Subcontractor or its representatives, agents or subcontractors provides goods or services under or related to the Agreement or the Services or any such party who is seeking or inquiring about such goods or service (“Client”), Subcontractor will obtain from such Client a signed, written consent or other documented and retrievable consent to the collection, handling, transmission, use, and retention of the Sensitive Information by Subcontractor in the course of performance of the Services.
4. Training. Subcontractor represents and warrants that all persons who collect, handle, access, transmit, or maintain Sensitive Information on behalf of Subcontractor during the Term or thereafter will receive prior training and information, which training protocol and information shall be approved in advance by The Center, to enable such persons to fully comply with all applicable statutes, ordinances, regulations, or rules, whether state, federal, or local, regarding the access, collection, use, handling, and transmission of Sensitive Information, and the requirements of this Attachment 10.
5. Obligation to Inform Clients of Rights. Subcontractor will ensure that each person who collects Sensitive Information on behalf of Subcontractor shall fully disclose to each Client the Client’s rights under the law and under the terms of this Agreement with respect to Sensitive Information, including without limitation any rights to opt-out of collection, use, disclosure, or retention of Sensitive Information.
6. Designation of Contact Person. Subcontractor shall identify one individual (the “Contact Person”) to be responsible for communicating with The Center regarding and ensuring Subcontractor’s compliance with the terms of this Attachment 10. However, the Contact Person’s performance or nonperformance of his or her duties or responsibilities shall in no way mitigate or lessen Subcontractor’s obligations under this Attachment 10. Subcontractor shall provide written notice to The Center of the identity of the Contact Person within

fourteen (14) days following execution of the Agreement. Subcontractor shall provide five (5) days' prior written notice to The Center of any change in the designated Contact Person.

7. Records; Audit. Subcontractor agrees to maintain and make available to The Center upon request all books, files, and other records relative to Subcontractor's collection, handling, transmission, and use of Sensitive Information, including, but not limited to, the signed consents described in Sections 2 and 3, above. Subcontractor shall permit The Center upon request to audit and examine such books and records for the purpose of monitoring, assessing, and otherwise ensuring Subcontractor's compliance with this Attachment 10. The records produced by Subcontractor for audit and examination shall not include any Sensitive Information. Subcontractor's obligations and responsibilities under this Section 7 are in addition to, and not in lieu of, its obligations and responsibilities set forth in Section 1.09 of Attachment 1 to the Agreement.

8. Notice of Breach or Claim. Subcontractor shall immediately (and in any case no later than within five (5) business days) notify The Center in writing of (a) the discovery of any unauthorized disclosure of Sensitive Information, or (b) the receipt by Subcontractor of knowledge of any claim made regarding the collection, handling, transmission, or use of Sensitive Information.

9. Indemnity. To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend, and hold harmless the Indemnitees from and against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies (including, without limitation, interest, penalties, attorneys' fees, and costs) arising out of or connected with or relating to any breach or failure to comply by Subcontractor of or with any representation, warranty, covenant, or other obligation set forth in this Attachment 10. Subcontractor's duty of indemnity under this Section 9 shall not be limited by the types or amounts of Insurance maintained by Subcontractor or Subcontractor's sub-subcontractors of any tier. Subcontractor acknowledges and agrees that The Center may offset the amount of any indemnification payment due pursuant to this Section 9 against any amounts otherwise due and payable to Subcontractor in connection with the Agreement including but not limited to amounts due and payable under the Agreement. Subcontractor's obligations and responsibilities under this Section 9 are in addition to, and not in lieu of, its obligations and responsibilities set forth in Section 4 of Attachment 1 to the Agreement.

10. Subcontractors. The terms of this Attachment 10 shall extend to and bind Subcontractor's employees, agents, partners, and sub-subcontractors of any tier.

11. Survival. The provisions of this Attachment 10 shall survive the expiration or earlier termination of this Agreement.

ATTACHMENT 11

Additional Provisions

The Subcontractor is responsible for flow down requirements from the Funder as described in the prime contract.

F. Data Collection and Performance Measures

1. The Contractor shall collect, or direct its subgrantees to collect, all data elements identified below. These data elements shall be reported by the Contractor to DHCS.
 - a. Report Metrics
 - i. Progress Narrative Report – Shall include accomplishments, summary of progress with meeting desired outcomes stated in the application, and summary of barriers and challenges.
 - ii. Final Narrative Report - Shall include accomplishments, summary of progress with meeting desired outcomes stated in the application, and summary of barriers and challenges encountered throughout the implementation of the BHTEP project. The summary of challenges shall include specific scenarios that arose throughout the contract.
 - iii. Final Financial Report.

H. Monitoring BHTEP Grantees

1. The Contractor shall develop mechanisms and processes to oversee and monitor the BHTEP to ensure compliance with contractual obligations.
2. Monitoring activities can include virtual onsite visits, desk reviews, etc. The Contractor shall be responsible for conducting a sampling of onsite visits and desk reviews of BHTEP subcontractors to protect against fraud and abuse throughout the term of the contract.

8. Monitoring and Site Inspections

- A. The Contractor and/or Subcontractors shall be subject to monitoring by DHCS for compliance with the provisions of this contract. Such monitoring activities shall include, but are not limited to, inspection of the Contractor's and/or Subcontractors' services, procedures, books, and records, as DHCS deems appropriate. DHCS may conduct monitoring activities at any time during the Contractor's and/or Subcontractors' normal business hours.
- B. DHCS shall conduct a review of the Contractor's and/or Subcontractors' records to determine if any of the claimed expenditures were an improper use of grant funds.
- C. The refusal of the Contractor and/or Subcontractors to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for DHCS to complete its monitoring and inspection activities constitutes an express and immediate material breach of this contract and will be a sufficient basis to terminate the contract for cause.

9. Subcontractor Non-Compliance

- A. If the Subcontractor fails to comply with Federal statutes, regulations, or the terms and conditions of the grant, The Center may impose additional conditions on the sub award, including:
 1. Withholding authority to proceed to the next phase until receipt of evidence acceptable performance within a given performance period;
 2. Requiring additional or more detailed financial reports;
 3. Requiring technical or management assistance; and/or
 4. Establishing additional prior approvals.

B. If The Center determines that the Subcontractor's noncompliance cannot be remedied by imposing additional conditions, The Center may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Contractor.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend the Contract activities or terminate the Contract.
4. Recommend that suspension or debarment proceedings be initiated by the Federal awarding agency.
5. Withhold further Contracts.
6. Take other remedies that may be legally available.

10. Federal Requirements

The Subcontractor shall comply with the following Federal laws:

- A. Title VI of the Civil Rights Act of 1964, section 2000d, as amended.
- B. Age Discrimination Act of 1975 (45 CFR Part 90).
- C. Section 1557 of the Affordable Care Act.
- D. Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35).
 1. California Government Code section 11135 codifies the protections of Title II of the Americans with Disabilities Act.
- E. Section 504 of the Rehabilitation Act of 1973.
- F. Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended, and 2 CFR Part 175).
- G. Clean Air Act (42 USC 7401 - 7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.
- H. Byrd Anti-Lobbying Amendment (31 USC 1352).
 1. The Subcontractor shall certify to The Center that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- I. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A- E).
 1. The Contractor shall comply with the regulations set forth in 42 CFR Part 2, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

Attachment 12

Special Terms and Conditions for Federal Awards

The Subcontractor must comply with flow down requirements from the Funder as described in the prime contract Special Terms and Conditions, notwithstanding provisions 4 g., 5, 6, 16, 17, 18, 23, 24, 30 and 31 which do not apply to this agreement.

The Special Terms and Conditions for Federal Awards can be accessed here:

<https://www.shfcenter.org/assets/MAT-SOR2-CVT-Attachment-12-Special-Terms-and-Conditions-for-Federal-Awards.pdf>.

**ATTACHMENT 13
CERTIFICATION REGARDING LOBBYING**

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 subcontractor's, subcontracts, and contracts under 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 Number

Signature of Person Signing for Contractor

Date

Title

ATTACHMENT 14 DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year <input type="text"/> quarter <input type="text"/> date of last report <input type="text"/>
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <div style="background-color: yellow; height: 40px; width: 100%;"></div> Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency: <div style="background-color: yellow; height: 40px; width: 100%;"></div>	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> <div style="background-color: yellow; height: 40px; width: 100%;"></div>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> <div style="background-color: yellow; height: 40px; width: 100%;"></div>	
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 reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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.

ATTACHMENT 15

Business Associate Agreement

The Business Associate (Subcontractor) and The Center have entered into an agreement pursuant to which Business Associate and The Center have agreed to provide certain services to or on behalf of the Department of Health Care Services (DHCS). The following conditions apply to the extent that performance of the project by Subcontractor results in Subcontractor having access to or gathering Protected Health Information or Personal Information as defined in paragraph 4.1 below:

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 Subcontractor Agreement and the contract to which this Business Associate Subcontractor 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. DHCS intends that The Center and Subcontractor 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. Subcontractor (however named elsewhere in this Agreement) is the Business Associate of The Center acting on The Center’s behalf and provides services or arranges, performs, or assists in the performance of functions or activities on behalf of The Center, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, “use or disclose PHI”) in order to fulfill Subcontractor’s obligations under this Agreement. Subcontractor and The Center 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 Subcontractor.** Except as otherwise indicated in this Agreement, Subcontractor may use or disclose PHI only to perform functions, activities or services specified in this

Agreement on behalf of The Center, provided that such use or disclosure would not violate HIPAA if done by DHCS or The Center.

7.1 Specific Use and Disclosure Provisions. Except as otherwise indicated in this Agreement, Subcontractor may use and disclose PHI if necessary, for the proper management and administration of the Subcontractor or to carry out the legal responsibilities of the Subcontractor. Subcontractor may disclose PHI for this purpose if the disclosure is required by law, or the Subcontractor 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 Subcontractor 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, Subcontractor 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 Subcontractor is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Subcontractor 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 Subcontractor

9.1 Nondisclosure. Subcontractor 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 Subcontractor 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, at a minimum, at Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.2.2 Subcontractor 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 Subcontractor shall maintain, at a minimum, industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor's Agent. Subcontractor shall ensure that any agents, subcontractors, subgrantees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Subcontractor agree to the same restrictions and conditions that apply to Subcontractor with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects. Subcontractor shall mitigate, to the extent practicable, any harmful effect that is known to Subcontractor of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI. Subcontractor shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI. Subcontractor 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. Subcontractor 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 Subcontractor 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. Subcontractor shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of The Center available to The Center upon reasonable

request, and to the federal Secretary of Health and Human Services for purposes of determining The Centers' compliance with 45 CFR Part 164, Subpart E.

- 16. Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Subcontractor shall return or destroy all PHI and other confidential information received from, or created or received by the Subcontractor on behalf of, The Center that Subcontractor still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Subcontractor shall notify The Center of the conditions that make the return or destruction infeasible, and The Center and Subcontractor shall determine the terms and conditions under which Subcontractor may retain the PHI. If such return or destruction is not feasible, Subcontractor 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 Subcontractor receives data from or on behalf of The Center or DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Subcontractor 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.** Subcontractor 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 the Center.

- 18.1.1** Subcontractor shall notify The Center **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 Subcontractor is unable to provide notification by email, then Subcontractor shall provide notice by telephone to The Center.
- 18.1.2** Subcontractor shall notify The Center **within 24 hours by email** (or by telephone if Subcontractor is unable to email The Center) 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 Program Contract Manager (as applicable).

Subcontractor shall work with The Center to meet The Center's reporting obligations to DHCS. Subcontractor agrees to assist The Center in completing the 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 assist in gathering 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, Subcontractor 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. Subcontractor shall immediately investigate such security incident or confidential breach.

18.3 Complete Report. Subcontractor shall assist The Center in providing a complete report of the investigation to their 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, Subcontractor shall make reasonable efforts to assist The Center in providing 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 Subcontractor'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 Subcontractor's corrective action plan.

18.4 Notification of Individuals. If the cause of a breach is attributable to Subcontractor or its agents, Subcontractor 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 Subcontractor or its agents, Subcontractor is responsible for all required reporting of the breach as required by applicable federal and state law.

18.6 The Center Contact Information. To direct communications to the above referenced Center staff, the Subcontractor shall initiate contact as indicated here. The Center reserves the right to make changes to the contact information below by giving written notice to Subcontractor. These changes shall not require an amendment to this Agreement.

**Program Contract Manager
Nora Dunlap**

Address:
1321 Garden Highway, Ste. 210
Sacramento, CA 95833

Email: ndunlap@sierrahealth.org

19. Responsibility of The Center. The Center agrees to not request the Subcontractor 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, The Center may inspect the facilities, systems, books, and records of Subcontractor to monitor compliance with this Agreement. Subcontractor shall promptly remedy any violation of this Agreement and shall certify the same to The Center in writing. Whether or how The Center exercises this provision shall not in any respect relieve Subcontractor of its responsibility to comply with this Agreement.

20.2 If Subcontractor 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, Subcontractor shall promptly notify The Center unless it is legally prohibited from doing so.

21. Termination

21.1 Termination for Cause. Upon The Center's knowledge of a violation of this Agreement by Subcontractor, The Center may in its discretion:

21.1.1 Provide an opportunity for Subcontractor to cure the violation and terminate this Agreement if Subcontractor does not do so within the time specified by The Center; or

21.1.2 Terminate this Agreement if Subcontractor has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings. The Center may terminate this Agreement if Subcontractor 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. The Center makes no warranty or representation that compliance by Subcontractor with this Agreement will satisfy Subcontractor's business needs or compliance obligations. Subcontractor is solely responsible for all decisions made by Subcontractor 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 Subcontractor 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. Subcontractor shall make itself and its employees and agents available to The Center and DHCS at no cost to The Center or DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against The Center or DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Subcontractor.

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.

22.7 The Center's Business Associate Agreement with DHCS. Subcontractor has received a copy of the Business Associate Addendum between DHCS and The Center and agrees to the same restrictions and conditions that apply to The Center with respect to such PHI and confidential information covered under that agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Subcontractor

The Center

Date: _____

Date: _____



Supporting You On Your Path
Apoyandote En Tu Camino

MENTAL HEALTH STUDENT SERVICES ACT APPLICATION FOR FUNDING

Request for Applications

RFA_MHSSA_002

December 6, 2021

Mono County Behavioral Health
PO Box 2619
Mammoth Lakes, CA 93546

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ATTACHMENT 1: APPLICATION COVER SHEET

Mental Health Student Services Act Grant Application Cover Sheet

Provide the information related to the partnership below.

Name of County and/or City Mental Health/Behavioral Health Department	Director or Designee Name and Title	
Mono County Behavioral Health	Robin K. Roberts, MFT, Director	
Director or Designee Signature <i>(Sign as Lead Agency or sign to authorize the Lead Agency listed below, if not the county/city)</i>		Date
To be completed following Board of Supervisor approval December 21, 2021		12/21/21

DUNS number of the County and/or City Mental Health/Behavioral Health Department: 86128832

Provide the Lead agency information if it is not the County and/or City Mental Health/Behavioral Health Department

Name of Lead Agency	Director or Designee Name and Title	
Mono County Office of Education	Stacey Adler, Ph.D., Mono County Superintendent of Schools	
Director or Designee Signature		Date
<i>Stacey Adler</i>		Dec 1, 2021

County and/or City Mental Health/Behavioral Health Department Applicant has not applied for and/or has not received a previous MHSSA grant from the Commission (initial): SA

I HEREBY CERTIFY under penalty of perjury that I have the authority to apply for this grant; that we have not applied and/or received previous MHSSA funds and that this grant Application is consistent with the terms and requirements of the Commission's Request for Application for the Mental Health Student Services Act.

If this is a joint effort with another County and/or City Mental Health/Behavioral Health, list all additional participants to the application. *(Add lines as needed)*

Additional County and/or City Mental Health/Behavioral Health Departments	Director or Designee	Date Signed
1.	Name:	
	Signature:	
2.	Name:	
	Signature:	

List all school districts in the partnership for this application <i>(Add lines as needed)</i>
1. Mammoth Unified School District
2. Eastern Sierra Unified School District
3.

List all Educational entities (County Office of Education and/or Charter School(s)) participating in this application. *(Add lines as needed)*

Name of Educational Entity	Director or Designee	Date Signed
1. Mono County Office of Education	Name: Stacey Adler, Ph.D.	Dec 1, 2021
	Signature: <i>Stacey Adler</i>	
2.	Name:	
	Signature:	

Applicant/Lead Grant Coordinator Contact Information:

Name:	Amanda Greenberg
Title:	Program Manager, Mono County Behavioral Health
Email:	agreenberg@mono.ca.gov
Phone Number:	760-924-1754

ATTACHMENT 2: INTENT TO APPLY

This Attachment is required to be submitted to be eligible to receive a grant. See due state stated in Table IV-I Key Action Dates.

The form may be submitted by email to the Procurement Official below, but the original signed copy must be submitted with the final Application.

Procurement Official:

Cheryl Ward
Mental Health Services Oversight and Accountability Commission
MHSOAC@mhsoac.ca.gov

Subject Line: RFA_MHSSA_002

We intend to submit an Application for the MSHAOC RFA_MHSSA_002: YES

The individual to whom all information regarding this solicitation shall be transmitted is:

Name:	Amanda Greenberg, Mono County Behavioral Health		
Address:	PO Box 2619		
City, State and ZIP Code:	Mammoth Lakes, CA 93546		
Telephone:	760-924-1740	FAX:	760-924-1741
E-Mail:	agreenberg@mono.ca.gov		

List all counties, and/or city mental health/behavioral health departments covered under this Intent to Bid. If this is a joint effort, the lead county shall be listed first and sign the Intent to Apply. (Add lines as needed)

Counties, and/or city mental health/behavioral health departments	
1.	Mono County Behavioral Health
2.	
3.	
4.	

List all School Districts participating in this application. If a School District is the lead, identify which one. (Add lines as needed)

List all School Districts participating in this application. If a School District is the lead, identify which one. *(Add lines as needed)*

School Districts	
1.	Mammoth Unified School District
2.	Eastern Sierra Unified School District
3.	
4.	
5.	
6.	

List all Educational entities (County Office of Education and/or Charter School(s)) participating in this application. If an Educational entity is the lead, identify which one. *(Add lines as needed)*

Educational entities (County Office of Education and/or Charter School(s))	
1.	Mono County Office of Education
2.	
3.	

Authorized Signor:


Robin Roberts (Nov 12, 2021 07:07 PST)

Name (Signature)
Robin K. Roberts, Director Mono County Behavioral Health

Name and Title (Print)
rroberts@mono.ca.gov

Email

Nov 12, 2021

Date
Mono

County
760-924-1740

Telephone

ATTACHMENT 3: ECONOMICALLY DISADVANTAGED COMMUNITIES

Applicants must show how they meet the Economically Disadvantaged Communities requirement by providing the following program information for each school in the proposed MHSSA program

Economically Disadvantaged Communities						
VI.B.	Enrollment Data					
		School District (Name)	School (Name)	Title 1 (Y/N)	Total Enrollment (Count)	Total Enrollment in Free and Reduced- Price Meal program (Count)
	1	Mammoth Unified School District	Mammoth Elementary School	Y	507	215
	2	Mammoth Unified School District	Mammoth Middle School	N	243	106
	3	Mammoth Unified School District	Mammoth High School	N	363	121
	4	Eastern Sierra Unified School District	Antelope Elementary School	Y	130	79
	5	Eastern Sierra Unified School District	Bridgeport Elementary School	Y	46	23
	6	Eastern Sierra Unified School District	Edna Beaman Elementary School	N	14	9
	7	Eastern Sierra Unified School District	Lee Vining Elementary School	Y	89	59
	8	Eastern Sierra Unified School District	Coleville High School	N	72	49
	9	Eastern Sierra Unified School District	Lee Vining High School	N	49	40
	10					
	11					
	12					
	13					
	14					
	15					
	16					
	17					
	18					
	19					
	20					
		(Add lines as needed)				

ATTACHMENT 4: PROPOSED PLAN

Proposed Plan	
VI.C.	<p>Provide a brief program plan that describes the MHSSA program being implemented and how funds will be used in support of the MHSSA program</p> <p>It is the goal of Mono County to use MHSSA funds to create a program that fosters strong partnerships and collaboration across school districts, the Office of Education, and the Behavioral Health Department to ensure that all students have access to the mental health and substance use disorder (SUD) services they need. The program that Mono County plans to implement will involve mental health and SUD counseling, groups, and other services for students throughout the county. Schools served will include “Economically Disadvantaged Communities,” as defined by the MHSSA RFA.</p> <p>Mono County Behavioral Health (MCBH) and the Mono County Office of Education (MCOE) have jointly operated the North Star Counseling Center Program, which partially served the needs of the Mammoth Unified School District (MUSD). However, due to lack of staff capacity and the COVID-19 pandemic, North Star has not been fully operational since 2019. Currently the need for counseling is far greater than we have the capacity to serve.</p> <p>With funding from this grant, we will be able to supplement the work of North Star Counseling Center by hiring additional staff, including a therapist, “trainee” therapists fulfilling their practicum hours, case managers, and a program coordinator. These staff will not only serve the MUSD, but also the Eastern Sierra Unified School District (ESUSD) schools, which are located in the smaller, more remote areas of the county.</p>
VI.C.	<p>Provide a brief explanation of what will be accomplished during each of the following phases:</p> <ul style="list-style-type: none">a. Program Development <p>The program development phase will include a needs assessment to finalize the staffing levels and supervision needed in order to meet the needs of MUSD and ESUSD students. It will include the development of an MOU, the development of referral and intake protocols, and the recruitment of new staff. Additionally, the partnership will develop internal procedures for supervising the trainee therapists, coordinate facility needs within each school district/school site, and develop administrative processes for data collection and invoicing. Finally, the program development phase will include building stakeholder buy-in with school principals, existing counselors, and school administrative staff.</p> <ul style="list-style-type: none">b. Program Operations <p>The program operations phase will include providing mental health and substance use</p>

services as outlined above, providing supervision for all staff members, scheduling services, collecting required data, and maintaining records of how funds are spent.

ATTACHMENT 5: PROPOSED BUDGET

Provide proposed budget, by project phase, up to the total Grant Funding Cap for the Applicant’s population designation (See Table V-1)

Proposed Budget		
D.1.a.	Program Development	
	Proposed Budget – Program Development	\$24,000
D.2.	<p>Provide brief description on the types of costs that are planned to be incurred</p> <p style="margin-left: 20px;">a. This can include, but not limited to</p> <p style="margin-left: 40px;">1. Staffing</p> <p>The costs that the partnership has allocated for the program development phase will cover staff time for key administrators, including but not limited to the Mono County Office of Education (MCOE) Superintendent of Schools, the Mono County Behavioral Health (MCBH) Director, MCBH Clinical Supervisor, and administrative staff (data, fiscal, programming) from both entities. The meetings and work associated with these costs will be tied to activities the activities listed above in Attachment 4 such as needs assessment, building stakeholder buy-in, MOU development, and development of policies and procedures.</p> <p style="margin-left: 40px;">2. Contractors</p> <p style="margin-left: 40px;">3. Trainings</p> <p style="margin-left: 40px;">4. Goods</p> <p style="margin-left: 40px;">5. Capital Outlays</p>	

D.1.b.	Program Operations					
	Proposed Budget – Program Operations					
		Year 1 FY 22/23	Year 2 FY 23/24	Year 3 FY 24/25	Year 4 FY 25/26-FY 26/27	Total Program Operations
		\$540,000	\$555,000	\$543,000	\$838,000	\$2,476,000
D.2.	<p>Provide brief description on the types of costs that are planned to be incurred</p> <p style="margin-left: 20px;">a. This can include, but not limited to</p> <p style="margin-left: 40px;">1. Staffing</p> <p>MCBH and MCOE are planning to conduct a needs assessment during the program development phase to finalize staffing needs but at this time, staffing is estimated to account for approximately 80 percent of grant expenditures.</p> <p>Potential staffing includes:</p> <ul style="list-style-type: none"> • Program Coordinator: handles administrative supervision (scheduling, timecards, etc.) of program staff, serves as a primary point of contact for all program partners, ensures referral and intake processes are running smoothly, ensures data collection requirements are met, plans and oversees summer programming • Therapist (portion of salary): provides mental health and substance use disorder counseling, participates in summer programming • Case Manager for MUSD: handles all intakes and paperwork for MUSD, provides case management services, facilitates non-clinical student groups • Case Manager for ESUSD: handles all intakes and paperwork for ESUSD, provides case management services, facilitates non-clinical student groups • Clinical Supervisor (portion of salary): provides clinical supervision for Therapist, Case Managers, and potentially portion of Trainee Therapist supervision • Two Part-Time Trainee Therapists: provides mental health and substance use disorder counseling, participates in summer programming <p>Additionally, MCBH has allocated 10 percent of the \$2.5M for administrative costs over the life of the grant.</p> <p style="margin-left: 40px;">2. Contractors</p> <p>MCBH and MCOE anticipate the need to contract out for clinical supervision services for the trainee therapists. Though these staff are easier to recruit and hire, they require significantly more supervision (likely more than our Clinical Supervisor would be able to take on). For that reason, the grant includes approximately 7-8 percent of funding set aside for contracted supervision services.</p> <p style="margin-left: 40px;">3. Trainings</p> <p style="margin-left: 40px;">4. Goods</p> <p style="margin-left: 40px;">5. Capital Outlays</p> <p>The final expenditures that the program anticipates are for vehicle costs and rental costs. A vehicle will be needed to allow the ESUSD Case Manager to travel regularly between the different remote schools in the district. While the program plans to provide the bulk of services on-site, construction at Mammoth High School will disrupt the location of the</p>					

existing North Star office for a period of time. MCBH and MCOE plan to rent a vacant space situated within one block of the school campus. These costs are anticipated to account for 2-3 percent of the grant.

D.1.c.	Total Grant Request	
	Total Grant Request (Total Program Development + Total Program Operations)	\$2,500,000

ATTACHMENT 6: FINAL SUBMISSION CHECKLIST

Complete this checklist to confirm the items in your application. Place a check mark or “X” next to each item that you are submitting to Commission. For your application to be complete, all required attachments along with this checklist shall be returned with your application package.

Check	DESCRIPTION
X	Attachment 1: Application Cover Sheet/Minimum Requirements
X	Attachment 2: Intent to Apply
X	Attachment 3: Economically Disadvantaged Communities
X	Attachment 4: Proposed Plan
X	Attachment 5: Proposed Budget
X	Attachment 6: Final Submission Checklist
X	Attachment 7: Payee Data Record (Std 204)

ATTACHMENT 7: PAYEE DATA RECORD (STD 204)

The Applicant must complete and submit Payee Data Record (STD. 204) with its Final Application.

This form is available at: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

Please see below

[Print Form](#)

[Reset Form](#)

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

County of Mono

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

PO Box 556

CITY, STATE, ZIP CODE

Bridgeport, CA 93517

E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

SOLE PROPRIETOR / INDIVIDUAL

SINGLE MEMBER LLC *Disregarded Entity owned by an individual*

PARTNERSHIP

ESTATE OR TRUST

CORPORATION (see instructions on page 2)

MEDICAL (e.g., dentistry, chiropractic, etc.)

LEGAL (e.g., attorney services)

EXEMPT (e.g., nonprofit)

ALL OTHERS

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. Note: Payment will not be processed without a TIN.

- For Individuals, enter SSN.
- If you are a Resident Alien, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For Single Member LLC (disregarded entity), in which the sole member is a business entity, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

OR

Federal Employer Identification Number (FEIN)

9 5 6 0 0 5 6 6 1

Section 4 – Payee Residency Status (See instructions)

- CALIFORNIA RESIDENT – Qualified to do business in California or maintains a permanent place of business in California.
- CALIFORNIA NONRESIDENT – Payments to nonresidents for services may be subject to state income tax withholding.
 - No services performed in California
 - Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE
Kimberly Bunn

TITLE
Assistant Finance Director

E-MAIL ADDRESS
kbunn@mono.ca.gov

SIGNATURE
Kimberly Bunn

DATE
11/30/2021

TELEPHONE (include area code)
(760) 932-5490

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE

UNIT/SECTION

MAILING ADDRESS

FAX

TELEPHONE (include area code)

CITY

STATE

ZIP CODE

E-MAIL ADDRESS



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 21, 2021

Departments: CAO

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Robert C. Lawton, CAO

SUBJECT Letter from Eric Edgerton and Proposed Resolution Regarding Cannabis Cultivation Tax Reform

AGENDA DESCRIPTION:

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

Proposed resolution requesting state cannabis cultivation tax reform.

RECOMMENDED ACTION:

Consider and potentially adopt resolution proposed by Mr. Edgerton as drafted or with modifications. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Letter
Resolution

History

Time	Who	Approval
12/16/2021 11:02 AM	County Counsel	Yes
12/16/2021 11:31 AM	Finance	Yes

12/17/2021 11:42 AM

County Administrative Office

Yes

From: Eric Edgerton <eric@tilthfarms.com>
Sent: Monday, December 13, 2021 8:28:26 AM
To: John Peters <jpeters@mono.ca.gov>; Bob Gardner <bgardner@mono.ca.gov>; Jennifer Kreitz <jkreitz@mono.ca.gov>; Stacy Corless <scorless@mono.ca.gov>; Rhonda Duggan <rduggan@mono.ca.gov>
Cc: Scheereen Dedman <sdedman@mono.ca.gov>
Subject: Cannabis Cultivation Tax

You don't often get email from eric@tilthfarms.com. [Learn why this is important](#)

[EXTERNAL EMAIL]

Dear Mono County Board of Supervisors,

As the CEO of Tilth Farms and Mono County's first permitted cannabis cultivation business, I have been privileged to operate for the past three years creating economic development within the community of Coleville. I am writing to you regarding state and local taxes. Materials increased 15%-30% for the 2021 growing season and the licensed cannabis market is experiencing a price collapse with the average wholesale price for dried cannabis flower falling 60% since May 2021. This decline of cannabis flower is approximately \$500 a pound, and the average wholesale price for dry leaves and trim has fallen to \$30 a pound making the current tax rate for dry flower equivalent to 31% of gross receipts. The current tax rate for dry leaves and trim is equivalent to 153% of gross receipts. The current flat tax and declining wholesale pricing has created a situation where Tilth Farms is not sustainable.

There is a resolution for current State cultivation taxes to be suspended. I have attached the resolution drafted by the International Cannabis Farmers Association. This resolution urges Governor Newsom and the California Legislature to immediately eliminate the cultivation tax. The resolution is being circulated to municipalities across California that have legal cannabis businesses operating within their jurisdiction. This resolution has been presented to and signed by the City of Oakland and Mendocino County. This resolution has been agendaised for future meetings in City of Rio Linda, San Francisco, and Sonoma County. The Cities of Oakland and San Francisco have taken further action eliminating their local cannabis tax. Please consider modifications of the Mono County cannabis tax so my business can survive and continue.

I am asking the Mono County Board of Supervisors to review this resolution at the next meeting as an agenda item for discussion and signing. This excessive tax is a tremendous burden on cannabis cultivation businesses.

Thank you for your consideration.

Best regards,
Eric Edgerton
Tilth LLC
Eric@Tilthfarms.com
(775) 291-1480

CONFIDENTIALITY NOTICE: This communication and any accompanying document(s) are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon the communication is strictly prohibited. If you have received this communication in error, please delete it immediately.

RESOLUTION NO. 21-

RESOLUTION OF THE XXXX COUNTY BOARD OF SUPERVISORS REQUESTING STATE CANNABIS CULTIVATION TAX REFORM

WHEREAS, California voters passed Proposition 64 in 2016, establishing two commercial cannabis taxes that, effective January 1, 2018, imposed an excise tax upon the retail sale of cannabis or cannabis products at a rate of fifteen percent (15%), and a cultivation tax on all harvested cannabis that enters the commercial market at a rate of nine dollars and twenty-five cents (\$9.25) for dry-weight flower per ounce, and two dollars and seventy-five cents (\$2.75) per dry-weight leaves/trim per ounce; and

WHEREAS, the City/County of XXX embraced legalization and established a regulatory framework to permit commercial cannabis businesses, including cultivation, has been burdened by the onerous nature of State regulations, rapidly expanding illicit cultivation, and the economic instability of the legal market resulting in impacts to the jurisdiction's ability to provide other core mandated services; and

WHEREAS, Proposition 64 required that the Bureau of Cannabis Control convene a committee to advise the licensing authorities on the development of standards and regulations, including best practices and guidelines that protect public health and safety while ensuring commercial cannabis regulations do not impose barriers that perpetuate, rather than reduce and eliminate, the illicit market for cannabis. This committee came to be known as the Cannabis Advisory Committee (CAC); and

WHEREAS, in 2018, and again in 2019, the California Legislature considered, but did not approve, bills to temporarily eliminate the cultivation tax. California State Treasurer Fiona Ma, sponsor of Assembly Bill 286 (Bonta, 2019) argued that "given that we now have seen a year of severe under-collection of expected tax revenue and that the black market still exists, it is understood that excessive taxation is an obstacle to establish a fully viable legal market. Compliant businesses are at a significant disadvantage, and this high tax rate incentivizes businesses to stay underground." Treasurer Ma characterized the bill as "imperative to temporarily lessen California's total tax on cannabis, and give these businesses and the State enough time to fully implement Prop 64."; and

WHEREAS, in 2019, Harinder Kapur, Senior Assistant Attorney General, testified to the California Legislature stating that upwards of 80 percent of California's cannabis businesses remained in the illicit market; and

WHEREAS, in November 2019, the California Department of Tax and Fee Administration announced that effective January 1, 2020, per statutory mandate, the cultivation tax would increase to account for inflation leading the CAC to express concern in its 2019 Annual Report that the increase in taxation would, "...come[s] at a time when the complex regulatory framework, coupled with high taxation, pose[s] significant challenges to the licensed cannabis market," noting a report published by Arcview Market Research, that these two factors could disadvantage the licensed market by as much as 77 percent on pricing compared to well-established illicit market operations.; and

WHEREAS, in 2020, the Legislature again considered a bill to eliminate the cultivation

tax, but, due to emergency orders and economic uncertainty caused by the COVID-19 pandemic, held the bill in Committee, and instead approved Assembly Bill 1872 (Committee on Budget, Chapter 93, Statutes of 2020) which suspended for one year the California Department of Tax and Fee Administration's authority to adjust the cannabis cultivation tax for inflation; and

WHEREAS, on November 17, 2021, the California Department of Tax and Fee Administration announced that effective January 1, 2022, the cultivation tax would increase from nine dollars and sixty-five cents (\$9.65) to ten dollars and eight cents (\$10.08) for flower per dry-weight ounce; from two dollars and eighty-seven cents (\$2.87) to three dollars (\$3.00) for leaves/trim per dry-weight ounce; and, from one dollar and thirty-five cents (\$1.35) to one dollar and forty-one cents (\$1.41) for fresh cannabis plant per ounce; and

WHEREAS, a November 2021 sales report from BDS Analytics shows that legal sales in California fell by more than eleven percent (11.4%) to \$293.1 million when compared to last year and are down nearly eight percent (7.7%) from August 2021, additionally showing that cannabis flower sales fell twenty-three percent (23%), while concentrates, the second-largest product category, declined eight percent (8%); and

WHEREAS, the licensed cannabis market is currently experiencing a price collapse and that the average wholesale price for dried cannabis flower has fallen to approximately five hundred dollars (\$500) a pound, and that the average wholesale price for dry leaves and trim has fallen to thirty dollars (\$30) a pound making the current tax rate for dry flower equivalent to thirty-one percent (31%) of gross receipts and the current tax rate for dry leaves and trim equivalent to one hundred fifty-three percent (153%) of gross receipts; and

WHEREAS, the ongoing consequences of high state taxes combined with over-regulation has continued to economically challenge legal cannabis businesses and disincentivize the permitting and licensing of new cannabis businesses by local jurisdictions, including the County of XXXX and

WHEREAS, local jurisdictions, including the County of XXXX, have experienced increased challenges collecting cultivation taxes, regulating commercial cannabis cultivators, and addressing illicit cultivation; and

WHEREAS, on November 8, 2016, Proposition 64 was enacted by a vote of the People to, "...accomplish [...] taxation on the growth and sale of cannabis in a way that drives out the illicit market for marijuana and discourages use by minors, and abuse by adults."

NOW, THEREFORE BE IT RESOLVED, the XXXX County Board of Supervisors strongly urges Governor Newsom and the California Legislature to immediately eliminate the cultivation tax and to establish a regulated environment for commercial cannabis activities that do not impose such barriers as to perpetuate, rather than reduce and eliminate, the illicit market for cannabis.

The foregoing Resolution introduced by Supervisor _____, seconded by Supervisor _____, and carried this _____ day of _____, 2021, by the following vote:

AYES:

NOES:
ABSENT:

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.



R21-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
REQUESTING STATE CANNABIS CULTIVATION TAX REFORM**

WHEREAS, California voters passed Proposition 64 in 2016, establishing two commercial cannabis taxes that, effective January 1, 2018, imposed an excise tax upon the retail sale of cannabis or cannabis products at a rate of fifteen percent (15%), and a cultivation tax on all harvested cannabis that enters the commercial market at a rate of nine dollars and twenty-five cents (\$9.25) for dry-weight flower per ounce, and two dollars and seventy-five cents (\$2.75) per dry-weight leaves/trim per ounce; and

WHEREAS, the County of Mono embraced legalization and established a regulatory framework to permit commercial cannabis businesses, including cultivation, has been burdened by the onerous nature of State regulations, rapidly expanding illicit cultivation, and the economic instability of the legal market resulting in impacts to the jurisdiction's ability to provide other core mandated services; and

WHEREAS, Proposition 64 required that the Bureau of Cannabis Control convene a committee to advise the licensing authorities on the development of standards and regulations, including best practices and guidelines that protect public health and safety while ensuring commercial cannabis regulations do not impose barriers that perpetuate, rather than reduce and eliminate, the illicit market for cannabis. This committee came to be known as the Cannabis Advisory Committee (CAC); and

WHEREAS, in 2018, and again in 2019, the California Legislature considered, but did not approve, bills to temporarily eliminate the cultivation tax. California State Treasurer Fiona Ma, sponsor of Assembly Bill 286 (Bonta, 2019) argued that "given that we now have seen a year of severe under-collection of expected tax revenue and that the black market still exists, it is understood that excessive taxation is an obstacle to establish a fully viable legal market. Compliant businesses are at a significant disadvantage, and this high tax rate incentivizes businesses to stay underground." Treasurer Ma characterized the bill as "imperative to temporarily lessen California's total tax on cannabis and give these businesses and the State enough time to fully implement Prop 64."; and

WHEREAS, in 2019, Harinder Kapur, Senior Assistant Attorney General, testified to the California Legislature stating that upwards of 80 percent of California's cannabis businesses remained in the illicit market; and

WHEREAS, in November 2019, the California Department of Tax and Fee Administration announced that effective January 1, 2020, per statutory mandate, the cultivation tax would increase to account for inflation leading the CAC to express concern in its 2019 Annual Report that the increase in taxation would, "...come[s] at a time when the complex regulatory framework, coupled with high taxation, pose[s] significant challenges to the licensed

1 cannabis market,” noting a report published by Arcview Market Research, that these two factors
2 could disadvantage the licensed market by as much as 77 percent on pricing compared to well-
3 established illicit market operations.; and

4 **WHEREAS**, in 2020, the Legislature again considered a bill to eliminate the cultivation
5 tax, but, due to emergency orders and economic uncertainty caused by the COVID-19 pandemic,
6 held the bill in Committee, and instead approved Assembly Bill 1872 (Committee on Budget,
7 Chapter 93, Statutes of 2020) which suspended for one year the California Department of Tax
8 and Fee Administration’s authority to adjust the cannabis cultivation tax for inflation; and

9 **WHEREAS**, on November 17, 2021, the California Department of Tax and Fee
10 Administration announced that effective January 1, 2022, the cultivation tax would increase from
11 nine dollars and sixty-five cents (\$9.65) to ten dollars and eight cents (\$10.08) for flower per
12 dry-weight ounce; from two dollars and eighty-seven cents (\$2.87) to three dollars (\$3.00) for
13 leaves/trim per dry-weight ounce; and, from one dollar and thirty-five cents (\$1.35) to one dollar
14 and forty-one cents (\$1.41) for fresh cannabis plant per ounce; and

15 **WHEREAS**, a November 2021 sales report from BDS Analytics shows that legal sales in
16 California fell by more than eleven percent (11.4%) to \$293.1 million when compared to last
17 year and are down nearly eight percent (7.7%) from August 2021, additionally showing that
18 cannabis flower sales fell twenty-three percent (23%), while concentrates, the second-largest
19 product category, declined eight percent (8%); and

20 **WHEREAS**, the licensed cannabis market is currently experiencing a price collapse and
21 that the average wholesale price for dried cannabis flower has fallen to approximately five
22 hundred dollars (\$500) a pound, and that the average wholesale price for dry leaves and trim has
23 fallen to thirty dollars (\$30) a pound making the current tax rate for dry flower equivalent to
24 thirty-one percent (31%) of gross receipts and the current tax rate for dry leaves and trim
25 equivalent to one hundred fifty-three percent (153%) of gross receipts; and

26 **WHEREAS**, the ongoing consequences of high state taxes combined with over-
27 regulation has continued to economically challenge legal cannabis businesses and disincentivize
28 the permitting and licensing of new cannabis businesses by local jurisdictions, including the
29 County of Mono and

30 **WHEREAS**, local jurisdictions, including the County of Mono, have experienced
31 increased challenges collecting cultivation taxes, regulating commercial cannabis cultivators, and
32 addressing illicit cultivation; and

WHEREAS, on November 8, 2016, Proposition 64 was enacted by a vote of the People
to, “...accomplish [...] taxation on the growth and sale of cannabis in a way that drives out the
illicit market for marijuana and discourages use by minors, and abuse by adults.”

NOW, THEREFORE BE IT RESOLVED, the Mono County Board of Supervisors
strongly urges Governor Newsom and the California Legislature to immediately eliminate the
cultivation tax and to establish a regulated environment for commercial cannabis activities that
do not impose such barriers as to perpetuate, rather than reduce and eliminate, the illicit market
for cannabis.

PASSED, APPROVED and ADOPTED this 21st day of December 2021, by the
following vote, to wit:

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AYES:
NOES:
ABSENT:
ABSTAIN:

Jennifer Kreitz, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 21, 2021

Departments: CAO, Public Health

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robert C. Lawton, CAO, Bryan
Wheeler, Public Health Director

SUBJECT COVID-19 (Coronavirus) Update

AGENDA DESCRIPTION:

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

Update on Countywide response and planning related to the COVID-19 pandemic.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Robert C. Lawton

PHONE/EMAIL: 760-932-5415 / rlawton@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
12/16/2021 10:59 AM	County Counsel	Yes
12/15/2021 11:56 AM	Finance	Yes
12/17/2021 11:41 AM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 21, 2021

Departments: Public Health, Human Resources

TIME REQUIRED 15 Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Bryan Wheeler, Public Health Director;
Ryan Roe, Acting Human Resources
Director

SUBJECT Employment Agreement - Public
Health Officer

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Dr. Caryn Slack as Public Health Officer, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce fiscal impact. Adopt proposed resolution #R21-____, approving a contract with Dr. Caryn Slack as Public Health Officer, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

There is no fiscal impact to the County General Fund. The cost of the position for the remainder of Fiscal Year 2021-22 is \$80,651 of which \$59,800 is salary and \$20,851 is the cost of benefits. There are no effects to the department budget for personnel as the budget at present includes an allocation for a Public Health Officer for the entire fiscal year.

CONTACT NAME: Bryan Wheeler

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

SEND COPIES TO:

Ryan Roe, Bryan Wheeler, Stephanie Butters

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Resolution](#)

[Employment Agreement](#)

History

Time	Who	Approval
12/16/2021 11:24 AM	County Counsel	Yes
12/15/2021 1:09 PM	Finance	Yes
12/17/2021 11:41 AM	County Administrative Office	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5413 • FAX (760) 932-5411

Ryan Roe

Director of Human Resources

To: Honorable Board of Supervisors

From: Ryan Roe, Director of Human Resources

Date: December 21, 2021

Subject: Employment Agreement for Dr. Caryn Slack as Public Health Officer

Recommendation: Approve the Employment Agreement with Caryn Slack, M.D as the Public Health Officer.

Background: We began a full recruitment effort to identify qualified candidates to fill the position of Public Health Officer early this year. During this process we were fortunate to identify and select a very qualified physician in Doctor Caryn Slack

Dr. Slack is currently employed with the Children's Clinic in Bellflower, CA and Molina Healthcare in Long Beach, CA and serves as their Medical Director for both LA and Orange Counties. Dr. Slack previously worked for the Utah Department of Health and served as both the Medical Director and Associate Bureau Director as a primary care physician. Dr. Slack has been involved in diverse aspects of public health practice including statistical analysis, technical writing as well as public and media communications.

With a diverse background in the medical field we look forward to Dr. Slack's Public Health contributions to the residents of Mono County.

For questions, please call Ryan Roe at 760.932.5442 or email at rroe@mono.ca.gov



RESOLUTION NO. R21-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
EMPLOYMENT AGREEMENT WITH DR. CARYN SLACK
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF SAID EMPLOYMENT**

WHEREAS, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Employment Agreement of Dr. Caryn Slack, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Dr. Slack. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 21st day of December 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

Jennifer Kreitz, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**EMPLOYMENT AGREEMENT OF DR. CARYN SLACK
AS PUBLIC HEALTH OFFICER FOR MONO COUNTY**

This Agreement is entered into by and between Dr. Caryn Slack and the County of Mono (hereinafter “County”).

I. RECITALS

The County wishes to employ Dr. Caryn Slack hereinafter (“Dr. Slack”) as its Public Health Officer on a part-time basis (approximately 20 hours per week) in accordance with the terms and conditions set forth in this Agreement. Dr. Slack wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence January 3, 2022, and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. Commencing January 3, 2022, Dr. Slack shall be employed on a part-time basis by Mono County as its Public Health Officer, serving at the will and pleasure of the Mono County Public Health Director. Dr. Slack may perform work from a location outside of Mono County, but must be present within the County at least one week (5 business days) per calendar month. Dr. Slack accepts such employment. The Public Health Director shall be deemed the “appointing authority” for all purposes with respect to Dr. Slack’s employment. The Public Health Director and Dr. Slack will work together to establish specific, measurable, achievable and realistic performance goals for Dr. Slack’s work. Dr. Slack’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Public Health Director in accordance with the County’s Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Dr. Slack’s salary shall be initially set at \$115 per hour and may be unilaterally modified from time-to-time by the Board of Supervisors without amendment to this agreement. It is understood that Dr. Slack’s hours worked may vary from week to week but shall, overall, be approximately equivalent to 50% FTE/20 hours per week. Prior to exceeding fifty (50) hours in any two-week pay period, Dr. Slack shall notify the Public Health Director in writing of the

anticipated overage and obtain his or her written consent. Salary shall be paid based on actual hours worked during any pay period.

4. Dr. Slack understands that, in the event the County is required to enroll her in the Public Employees Retirement System (PERS) as a result of the number of hours worked, she is responsible for paying the employee's share of any retirement contributions owed to PERS with respect to her employment for the County, and also any employee share of the "normal cost" of her retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).
5. Dr. Slack shall earn and accrue vacation and sick leave on a pro-rated basis based on her 50% schedule in accordance with the "Policy Regarding Benefits of Management-level Officers and Employees," updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the "**Management Benefits Policy**") and in accordance with any applicable County Code provisions not in conflict with said Policy. Dr. Slack's employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act and, notwithstanding anything to the contrary in the Management Benefits Policy, she shall not be entitled to Merit Leave. In the event that Dr. Slack's hours of work are significantly above or below the estimated 50% FTE over a period of six (6) or more months, this Agreement may, upon request of either party, be revised to provide for a pro-rata share of benefits under this paragraph and paragraph 7 below, consistent with actual hours worked.
6. To the extent deemed appropriate by the Public Health Director the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Dr. Slack's full participation in applicable professional associations, for her continued professional growth and for the good of the County.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Dr. Slack shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to PERS retirement benefits at the tier applicable to Dr. Slack's employment should her annual hours trigger mandatory enrollment, medical insurance, County dental and vision coverage, and life insurance. The County's contributions to such benefits (with the exception of PERS retirement, if applicable) shall be pro-rated based on Dr. Slack's approximately 50% FTE employment.

8. Dr. Slack understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Dr. Slack cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law.
9. Consistent with the “at will” nature of Dr. Slack’s employment, the Public Health Director may terminate Dr. Slack’s employment at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Dr. Slack understands and acknowledges that as an “at will” employee, she will not have permanent status nor will her employment be governed by the Mono County Personnel Rules except to the extent that the Rules are ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Public Health Director may, in his or her discretion, take during Dr. Slack’s employment.
10. In the event of a termination without cause occurring after the first twelve (12) months of employment, Dr. Slack shall receive as severance pay a lump sum equal to six (6) months’ earnings as described in paragraph 3 of this Agreement, based on average monthly hours worked. For purposes of severance pay, “earnings” refers only to base compensation. Dr. Slack shall not be entitled to any severance pay in the event that the Public Health Director has grounds to discipline her on or about the time he or she gives notice of termination. Grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Dr. Slack shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Dr. Slack may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Dr. Slack shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.

12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Dr. Slack.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Dr. Slack's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Dr. Slack's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243. Dr. Slack shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Dr. Slack is convicted of a crime involving abuse of office or position.
14. Dr. Slack acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Dr. Slack further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION

This Agreement is executed by the parties this 21st day of December, 2021.

EMPLOYEE

THE COUNTY OF MONO

Dr. Caryn Slack

Jennifer Kreitz, Chair Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

V20210621



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 21, 2021

Departments: CAO

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Robert C. Lawton, CAO

SUBJECT Employment Agreement - Chief Probation Officer

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Karin Humiston as Chief Probation Officer, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution R21-____, approving a contract with Karin Humiston as Chief Probation Officer, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The cost for an entire fiscal year is \$173,864 of which \$133,406 is salary and \$40,458 is the cost of benefits, and was included in the approved budget.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: x1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
12/16/2021 6:32 PM	County Counsel	Yes
12/9/2021 9:10 AM	Finance	Yes
12/17/2021 11:41 AM	County Administrative Office	Yes



**COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO**

Robert C. Lawton
PO Box 696
Bridgeport, CA 93517-0696
(760) 932-5410
rlawton@mono.ca.gov
www.mono.ca.gov

BOARD OF SUPERVISORS

CHAIR

Jennifer Kreitz / District 1

VICE CHAIR

Bob Gardner / District 3

Stacy Corless / District 5

Rhonda Duggan / District 2

John Peters / District 4

Date: December 21, 2021

To: The Honorable Mono County Board of Supervisors

From: Robert C. Lawton, County Administrative Officer

RE: Chief Probation Officer Employment Agreement with
Karin Humiston

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. Tim Kendall

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Malinda Huggins

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Alicia Vennos

EMERGENCY MEDICAL SERVICES

Chief Chris Mokracek

FINANCE

Janet Dutcher

CPA, GCFM, MPA

INFORMATION TECHNOLOGY

Nate Greenberg

PROBATION

Karin Humiston

PUBLIC HEALTH

Bryan Wheeler

PUBLIC WORKS

Tony Dublino

SOCIAL SERVICES

Kathy Peterson

Recommendation:

The County Administrator recommends that your Board adopt the attached proposed Resolution approving the attached Employment Agreement of Karin Humiston as Chief Probation Officer of Mono County and authorizing the Board Chair to execute said contract on behalf of the County.

Background:

Karin Humiston was hired as Chief Probation Officer of Mono County on September 24, 2012 and has served in this capacity since that date. Her most recent Employment Agreement expired on October 15, 2021. Since that date, Chief Humiston's employment has continued under the terms of the previous Agreement.

The agreement now before your Board is effective December 7, 2021 and shall remain in force until such time as either party may terminate the agreement in accordance with its provisions.

Fiscal Impact:

Announce the fiscal impact:

The Agreement's total cost for a full fiscal year is \$173,864, of which \$133,406 is salary and \$40,458 is attributed to benefit costs. This amount was included in the FY2021-22 Budget, as approved.

For questions, please call Bob Lawton at 760 932-5415 or email rlawton@mono.ca.gov



RESOLUTION NO. R21-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
EMPLOYMENT AGREEMENT WITH KARIN HUMISTON
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF SAID EMPLOYMENT**

WHEREAS, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Employment Agreement of Karin Humiston, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Ms. Humiston. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this ____ day of December, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

Jennifer Kreitz, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**EMPLOYMENT AGREEMENT OF KARIN HUMISTON
AS CHIEF PROBATION OFFICER FOR MONO COUNTY**

This Agreement is entered into by and between Karin Humiston (hereinafter “Ms. Humiston”) and the County of Mono (hereinafter “County”).

I. RECITALS

Ms. Humiston is currently employed by County as its Chief Probation Officer. The County wishes to continue to employ Ms. Humiston as its Chief Probation Officer in accordance with the terms and conditions set forth in this Agreement. Ms. Humiston wishes to accept continued employment with the County on said terms and conditions. This Agreement is entered into consistent with Chapter 16 (commencing with Section 27770) of Part 3 of Division 2 of Title 3 of the Government Code, which provides for the appointment of a Chief Probation Officer for each County. The County has adopted a merit-based system of employment applicable to the Chief Probation Officer as described in this Agreement.

II. AGREEMENT

1. This Agreement shall commence December 7, 2021, (“Effective Date”) and shall remain in effect unless or until terminated by either party in accordance with this Agreement.

2. As of the Effective Date, Ms. Humiston shall continue to be employed by Mono County as its Chief Probation Officer, serving at the will and pleasure of the County Administrative Officer and, unless otherwise determined by the Mono County Superior Court, the Presiding Judge of that court (collectively, the “Appointing Authority”). The County Administrative Officer and Ms. Humiston will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Humiston’s work. The Presiding Judge may, but is not obligated to, participate in the development of these goals. Ms. Humiston’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the County Administrative Officer, and in the discretion of the Presiding Judge, by the Presiding Judge, in accordance with the “Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees” adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).

3. Ms. Humiston’s salary shall continue to be Range 19, Step B, as set forth in the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R21-45 adopted on June 15, 2021, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as V20210910 [ContEmpShe]

the same may be amended or updated from time to time and unilaterally implemented by the County.

4. Ms. Humiston understands that she is responsible for paying the employee's share (currently 9% of the employee's pensionable compensation) of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County, and also any employee share of the "normal cost" of her retirement benefits that may be mandated by the Public Employees' Pension Reform Act of 2013 (PEPRA).

5. Ms. Humiston shall continue to earn and accrue vacation and sick leave in accordance with the "Policy Regarding Benefits of Management-level Officers and Employees," updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the "**Management Benefits Policy**") and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service. Ms. Humiston understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost. Consistent with Ms. Humiston's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Humiston may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Humiston's date of eligibility for or vesting of any non-salary benefits or for any other purpose.

6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Humiston's full participation in applicable professional associations, for her continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the County Administrative Officer

7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Humiston shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Humiston's employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.

8. Ms. Humiston understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon

her proper use of any accrued leave. Should Ms. Humiston cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Humiston's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the "at will" nature of Ms. Humiston's employment, the Appointing Authority may terminate Ms. Humiston's employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Humiston understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in her or her discretion, take during Ms. Humiston's employment.

10. In the event of a termination without cause under paragraph 9, Ms. Humiston shall receive as severance pay a lump sum equal to six (6) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Ms. Humiston shall not be entitled to any severance pay in the event that the Appointing Authority has grounds to discipline her on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Humiston shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.

11. Ms. Humiston may resign her employment as Chief Probation Officer for Mono County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Humiston shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.

12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Humiston

13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Sections 25300 and 27770 of the Government Code to set the terms and conditions of County employment, and of the Chief Probation Officer specifically. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Humiston's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Humiston's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243. Ms. Humiston shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Humiston is convicted of a crime involving abuse of office or position.

14. Ms. Humiston acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Humiston further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement is executed by the parties this 7th day of December, 2021

EMPLOYEE

THE COUNTY OF MONO

Karin Humiston

By: Jennifer Kreitz, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 21, 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, Janet Dutcher, Anne Frievault, Ryan Roe, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County 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 December 21, 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: two.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
12/16/2021 4:22 PM	County Counsel	Yes
12/16/2021 11:31 AM	Finance	Yes
12/17/2021 11:42 AM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 21, 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 December 21, 2021

Departments: Public Works - Solid Waste

TIME REQUIRED 40 minutes

SUBJECT Countywide Solid Waste Services -
Proposals and Recommendation

**PERSONS
APPEARING
BEFORE THE
BOARD**

Tony Dublino, Director of Public
Works; Justin Nalder, Solid Waste
Superintendent

AGENDA DESCRIPTION:

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

Discussion of proposals received for the operation of County Transfer Stations. Consider options and direct staff to execute associated agreements.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize CAO Bob Lawton to execute said contracts on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

None at this time except that chosen alternative could result in higher future tipping fees to cover projected operational deficits.

CONTACT NAME: Tony Dublino

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Presentation

History

Time	Who	Approval
12/16/2021 6:31 PM	County Counsel	Yes

12/16/2021 11:40 AM

Finance

Yes

12/17/2021 11:40 AM

County Administrative Office

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

To: Honorable Chair and Members of the Board of Supervisors
From: Tony Dublino, Director of Public Works
Date: December 21, 2021
Subject: Recommendation for Countywide Solid Waste Services

Recommended Action:

Receive staff report regarding responses to County's Request for Proposals (RFP) for the provision of integrated solid waste management services following closure of the Benton Crossing Landfill in 2023.

Identify the proposal submitted by D&S Waste Disposal, Inc. (D&S) to provide solid waste transfer, transport and disposal services within unincorporated Mono County and trash collection at County facilities as the preferred option to move forward for permitting and review pursuant to the California Environmental Quality Act. Provide any other desired direction to staff.

Fiscal Impact:

None at this time.

Discussion:

The County's Benton Crossing Landfill is scheduled to close and stop accepting waste on January 1, 2023. County staff and stakeholders have been preparing for this eventuality and planning for a replacement system for over 10 years. These planning efforts culminated in the release of a Request for Proposals to provide Countywide Solid Waste Services in March 2021.

Proposals were received in May, with the evaluation and follow-up interviews occurring over the ensuing months with the last interviews conducted in November 2021. The proposals were substantively different in terms of services provided and did not lend themselves to a direct cost comparison, so staff endeavored to create an 'apples to apples' comparison between the proposals by setting **existing services** as the benchmark, and then using County staff (or contractors, as needed) to backfill wherever a proposal did not include specific services.

Note: 'Services' discussed in this report are services provided at County Transfer Stations and Landfills, not 'Franchise Services' such as curbside trash service, commercial dumpster service and roll-off bin service currently provided by the County's 2 Franchisees, Mammoth Disposal and D&S Waste.

This approach has allowed for a cost comparison of proposals to provide a highly similar (but not identical) level of service to the citizens of the County. In developing the scenarios, necessary assumptions were made as to the potential cost of providing a service with County staff and/or

contractors when it was not included in a proposal, and/or the potential reduction in costs to County staff or contractors when it was included in a proposal. Despite the reliance on many assumptions, staff believes the comparison provides a clear and accurate distinction between alternatives.

Staff endeavored to make the alternatives as similar as possible by analyzing dozens of individual budget line items from the existing Solid Waste budgets, and how each of those line items would increase, decrease, or remain the same under each scenario. Many alternatives that do not appear on today's staff report were vetted and analyzed, only to be found too expensive or too disruptive to current services. Some were dropped from consideration entirely, while others were tabled for possible consideration at a later date.

Again, many assumptions were necessary and the resulting cost projections are based on those assumptions, but the associated risk is shared equally among proposals -- assumptions that prove inaccurate would influence the total cost of all alternatives in the same way.

The negotiated term among proposals is the same, at 7 years, with one 3-year extension option. The negotiated CPI formula (for cost increases over time) is also the same among proposals.

The Staff Recommendation as well as Alternatives 1 and 2 would provide County residents with services similar to existing services. Customers will be able to utilize the County's Transfer Stations as they do currently. For the purposes of the analysis, the business hours remain the same, and the accepted materials remain the same. The primary difference *in services* between the current system and the analyzed alternatives is that Benton Crossing Landfill would be closed, and customers who are accustomed to utilizing Benton Crossing Landfill (for any waste or material) will be required to use one of the County's other Transfer Stations, Mammoth Disposal's Transfer Station in Mammoth Lakes, or the Pumice Valley or Walker Landfills (Note: driving distance between Crowley and Benton Crossing Landfill: 15min/11.8mi; between Crowley and Mammoth Disposal: 14 min/13.6 mi).

In the financial projections for each of the alternatives, it was necessary to account for the fact that the Municipal Solid Waste (MSW) and much of other waste streams generated within the Town of Mammoth Lakes will no longer flow through the County's system upon closure of Benton Crossing Landfill. That waste and the associated revenue will instead flow through Mammoth Disposal's facility in the Town. Because the County's Solid Waste program has certain fixed costs that are spread across each ton of waste, as the tons decrease, the cost per ton increases. For example:

Hypothetical

County Solid Waste Program Costs: \$1,000,000 per year

When spread across 15,000 tons of waste: \$66/ton

When spread across 10,000 tons of waste: \$100/ton

Currently, tipping fees collected on MSW generated within the Town and delivered to Benton Crossing are approximately \$1m per year and represent a major contribution to program and operational costs. When Town waste is directed away from a County facility, the associated revenue will be lost and fixed costs will be spread across fewer tons of waste.

There are many factors that will influence future operations. Due to the long-hauling of MSW to a landfill outside of the County, no MSW will be landfilled at Pumice Valley Landfill. With Mammoth Disposal's acceptance of Construction and Demolition waste at the Mammoth Transfer station, C&D volume will be less than what is currently received at Benton Crossing Landfill. As such, Pumice Valley Landfill will not require 6 days of operation (as currently provided at Benton Crossing), but each analysis assumes staffing for a 6 day per week operating schedule.

Alternatives – Basic Comparison

Staff Recommendation: D&S Waste Operates County Transfer Stations and a Privately Owned Long-Haul Transfer Station and Transfers all Waste to Lockwood Regional Landfill for Disposal, County Operates Pumice Valley Landfill

Basic Description: D&S Waste Removal would function as the operator of the Satellite Transfer Stations, which would operate as they do currently. D&S would permit, construct, and operate a Long-Haul Transfer Station for Municipal Solid Waste (MSW), along highway 167 but would transfer waste through its existing transfer station in Yerington, NV in the interim if that new facility were not operational by the deadline for Benton Crossing Landfill closure. This facility would not be open to the public. Under this option the Pumice Valley Landfill would be operated by County staff and would become the primary location for disposal of construction & demolition waste, inert material, green waste and for processing large disposal items (vehicles, boats, RV's...). County residents would be permitted to utilize the Mammoth Disposal TS, at rates set by Mammoth Disposal and the Town.

Pros

- Lowest apparent cost (\$170,589 deficit to overcome)
- Current operators – familiarity, staffing, systems in place
- Does not preclude future options for County development of Solid Waste infrastructure
- Maintains diversity/competition in region
- County retains program staff

Cons

- LHTS not permitted or constructed – D&S would be required to use interim approach until complete
- Does not include direct reporting to state – County must perform
- County doesn't own LHTS infrastructure.
- Not regionalizing with Town – less economy of scale

Alternative 1: Mammoth Disposal Operates County Transfer Stations and a Privately Owned Long-Haul Transfer Station and Transfers all Waste to Russel Pass Landfill for Disposal, County Operates Pumice Valley Landfill

Basic Description: Mammoth Disposal would function as the operator of the Satellite Transfer Stations, providing additional services that are currently provided by County staff. MD would operate a long-haul transfer station within the Town of Mammoth Lakes (open to the public and residents of unincorporated Mono County), conduct long-haul transport and disposal of waste at Russel Pass Landfill. Under this option the Pumice Valley Landfill would be operated by County staff and would become the primary location for disposal of construction & demolition waste, inert material, green waste and large disposal items (vehicles, boats, RV's...).

In their proposal, Mammoth Disposal expressed a willingness to operate Pumice Valley Landfill and utilize the site as Integrated Material Management Center to include a construction and demolition (C&D) processing facility as well as managing other materials. This concept presents an opportunity

for the future but is not incorporated into this analysis because it creates too much variability between options. The concept can be explored and analyzed separately in the future.

Pros

1. MD assumes responsibility for management of additional waste streams from Transfer Stations
2. Regionalization with Town
3. MD Committed to state reporting requirements
4. Interest in operating Pumice Landfill – further regionalization possible
5. County retains some program staff
6. Does not preclude future options for County development of Solid Waste infrastructure

Cons

- Higher apparent cost (\$787, 632 deficit to overcome)
- Expands and solidifies monopoly in region
- County doesn't own LHTS infrastructure

Alternative 2: Mono County Operates Transfer Stations and Constructs a Long-Haul Transfer Station at Pumice Valley Landfill, hauling disposal waste to Lockwood Regional Landfill.

Basic Description: Mono County would function as the operator of the existing Satellite Transfer Stations. A Long-Haul Transfer Station would be constructed at the Pumice Valley Landfill site, and Municipal Solid Waste collected from the transfer stations would be processed and transferred at this facility. Mono County would also operate Pumice Valley Landfill which would be the primary location for disposal of construction & demolition waste, inert material, green waste and large disposal items (vehicles, boats, RV's...). This option would require capital to construct the LHTS, and procure necessary trucks, trailers and bins. These capital costs are included in the financial analysis.

Pros:

- County owns infrastructure and controls waste 'destiny'
- Retain valuable staff
- Future expansion and program modification is at County's discretion
- Future cost increases not tied to CPI formulas – at County's discretion

Cons:

- Higher apparent Cost (\$488,905 deficit to overcome)
- Potentially higher employee and contractor costs
- Up front capital costs (debt service is included in analysis)
- Increased staffing required
- Private sector may be more nimble than public, e.g. purchasing equipment, labor management, etc.

Alternatives – Cost Comparison

Each of the options presented were taken through a cost analysis to estimate annual costs and to project tipping fee adjustments that may be necessary. **Table 1** below breaks down the costs by the cost of the proposal to operate the Transfer Stations, and the projected costs of the County's Solid Waste Program under the related proposal, to yield a '**Total Cost**' to provide Countywide Solid Waste Services.

Table 1 Details

Satellite Transfer Station Operation – Proposal: This is the cost to the County to have the proposer operate the County Transfer Stations, including all labor, hauling, and disposal costs.

County Program Operational Expense: Operations and Program expenses include all other expenditures that support County staff efforts including the continued operation of Pumice Valley Landfill, recycling programs, and the monitoring, maintenance and reporting associated with all County solid waste facilities. The primary differences reflect the number of staff needed to maintain services as the proposed Transfer Station services are slightly different. The Staff Recommendation would eliminate one County staff position, Alternative 1 would eliminate 1.5 County staff positions, and Alternative 2 would require additional staffing.

Solid Waste Program Revenue Without Tipping Fees: Annual revenues include sources such as non-resident landfill permits, Franchise Fees, Grants, Concessionaire Fees, Recycling Revenue, and Parcel Fees. Note, the annual revenues are insufficient to cover the projected annual expenses. The difference will need to be made up with tipping fees.

Anticipated Tipping Fee Revenue at Current Tipping Fees: Based on 5-year waste projections, this is the anticipated tipping fee revenue the County expects to receive, following the opening of Mammoth Disposal’s Transfer Station in Mammoth Lakes, and the re-direction of MSW and other waste streams through that facility.

DEFICIT to be Recouped Through Increased Tipping Fees: By adding projected revenues to projected expenses, a deficit is revealed. This means there will need to be an adjustment of tipping fees (or subsidy from outside source) to keep the Solid Waste Enterprise Fund sustainable.

Table 1 – Projected Annual Costs

	STAFF RECOMMENDATION D&S WASTE	ALTERNATIVE 1 MAMMOTH DISPOSAL	ALTERNATIVE 2 COUNTY TS OPS WITH LHTS AT PUMICE
Satellite Transfer Station Operation - PROPOSAL	-\$343,484	-\$1,003,013	-\$616,049
County Program Operational Expenses	-\$1,381,863	-\$1,339,376	-\$1,490,836
Total Cost to provide Countywide Solid Waste Services	-\$1,725,347	-\$2,342,389	-\$2,106,885
Solid Waste Program Revenue WITHOUT TIPPING FEES	+\$736,363	+\$736,363	+\$799,586
Anticipated Tipping Fee Revenue at Current Tipping Fees	+\$818,394	+\$818,394	+\$818,394
DEFICIT (to be recouped through increased tipping fees)	= \$ 170,589	= \$ 787,632	= \$ 488,905

**Note: Costs projected as of contract start – costs will escalate over time, subject to CPI formula

Any change in tipping fees will be a separate item for this Board to consider at a later date. Nonetheless, **Tables 2a and 2b** explore how those tipping fees might be generated, provided the projected costs that are shown above.

Table 2a Details

This table shows the projected tonnage and associated revenue for the 9 most common waste streams in the County. As shown, the total amount of revenue projected is \$818,394 annually. Each of the waste stream’s associated total represents a given percentage of the \$818,394, and that is shown as the “Revenue-Percent of Total.” This is a key factor in determining how new tipping fees might be generated in the future, as shown in **Table 2b**.

For example, MSW revenue currently represents 52% of the total revenue generated by tipping fees for unincorporated Mono County. For each option, the “Price Per Ton at Current Percent” reflects what the price per ton would be if MSW continued to provide 52% of the total revenue, and so on through the other waste streams.

The “Alternative Percent” is a staff recommendation put forward for Board consideration. With this approach, the Board would impose fees that more closely represent the actual costs of managing and processing a given waste stream, as opposed to carrying over the percentages of the current system.

Either way, the individual tipping fees in the sample below are entirely hypothetical, and only provided for illustrative purposes. Actual tipping fees can and should vary according to the policy interests of the Board, and will be brought back at a later date for Board consideration.

Table 2a – Current Tipping Fee Details

CURRENT TIPPING FEES					
	Current Fee	Projected Annual Tonnage	Current Revenue	Revenue - Percent of Total	Alternative Percent
MSW	\$ 94.00	4503	\$ 423,282.00	52%	46%
C&D - Mono	\$ 74.00	1160	\$ 85,840.00	10%	11%
C&D - TOML	\$ 74.00	3722	\$ 275,428.00	34%	35%
Soil	\$ 5.00	300	\$ 1,500.00	0%	0%
Small Aggregate	\$ 11.00	300	\$ 3,300.00	0%	0%
Large Aggregate	\$ 33.00	300	\$ 9,900.00	1%	1%
Organics Load	\$ 5.00	917	\$ 4,585.00	1%	4%
Clean Wood	\$ 17.25	644	\$ 11,109.00	1%	3%
Metal	\$ 17.25	200	\$ 3,450.00	0%	0%
TOTAL		12046	\$ 818,394.00	100%	100%

Table 2b shows the results when the revenue demands of each proposal is plugged into both the “Current Percent” structure, as well as the “Alternative” structure.

	STAFF RECOMMENDATION D&S PROPOSAL		ALTERNATIVE 1 MAMMOTH DISPOSAL		ALTERNATIVE 2 COUNTY OPS WITH LHTS AT PUMICE	
	Price per ton at current percent	Alternative Price Per Ton	Price Per Ton by Current Percent	Alternative Price Per Ton	Price Per Ton at Current Percent	Alternative Price per ton
MSW	113.59	100.00	184.47	162.41	150.16	132.20
C&D - Mono	89.42	94.00	145.22	152.67	118.21	124.27
C&D - TOML	89.42	94.00	145.22	152.67	118.21	124.27
Soil	6.04	8.00	9.81	12.99	7.99	10.58
Small Aggregate	13.29	11.00	21.59	17.87	17.57	14.54
Large Aggregate	39.88	33.00	64.76	53.60	52.71	43.63
Organics Load	6.04	38.00	9.81	61.72	7.99	50.24
Clean Wood	20.85	40.00	33.85	64.96	27.56	52.88
Metal	20.85	17.25	33.85	28.02	27.56	22.80
TOTAL	Current Tipping Fees Plus DEFICIT:	\$ 988,983	Current Tipping Fees Plus DEFICIT:	\$ 1,606,026	Current Tipping Fees Plus DEFICIT:	\$ 1,307,299

Facilities Waste Hauling – Separate

As a part of the RFP, the County requested bids on the provision of waste hauling and recycling from County Facilities. This work is considered separate from the County’s solid waste program and is not funded by the Solid Waste Enterprise Fund. The costs of this service will be borne by the General Fund and will not be recouped through tipping fees or offset with other revenues.

Both D&S and Mammoth Disposal provided proposals for these services. The D&S proposal was \$45,186 total for waste hauling. D&S did not propose a recycling component. The Mammoth Disposal proposal was \$45,518 for waste hauling through a 3rd Party Transfer Station, and \$58,457 for hauling through the Town’s Transfer Station. Mammoth Disposal’s recycling bids were \$31,794 for a 3rd Party Transfer Station and \$52,430 for the Town Transfer Station.

(Note: the County's current Facilities Waste Hauling contract is with D&S Waste with a \$52,000 per-year limit)

Although these proposals are funded separately, it is the County's intent to issue the Facilities Waste Hauling contract to the same contractor that operates the Transfer Stations, for ease of contract management as well as economy of scale.

Conclusion and Recommendation

Each of the options considered can be categorized by a general overarching benefit. The Staff Recommendation has the benefit of less cost to both the County and the customer. Alternative 1 creates more regionalization and economy of scale. Alternative 2 is likely the most secure for long-term planning. Regardless of the three options presented, the County would retain the right to pursue other alternatives and/or expand on other services in the future.

The recommended action is for the Board to direct staff to further pursue the Staff Recommendation, which staff believes is the best value to the County at this time, with the least effect on cost to the customer.

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



Tony Dublino
Director of Public Works

A COMPREHENSIVE APPROACH TO

▶ Countywide Solid Waste Services

PUBLIC WORKS – SOLID WASTE

- REQUEST FOR PROPOSALS: MARCH 2021
- PROPOSALS RECEIVED: MAY 2021
- PROPOSAL SCORING: JUNE 2021
- COMPREHENSIVE SERVICE ANALYSIS: JULY 2021
- NEGOTIATIONS: SEPTEMBER 2021
- RECOMMENDATIONS PREPARED FOR BOARD: NOVEMBER 2021
- BOARD REVIEW: DECEMBER 2021
- CEQA: INITIATED JANUARY 2022

Proposals → Evaluations → Interviews





ALTERNATIVES

Staff Recommendation:
D&S Waste Removal

Alternative 1:
Mammoth Disposal

Alternative 2:
Mono County

SERVICES

1. SATELLITE TRANSFER STATION OPERATIONS
2. TRANSFER STATION OPERATION
3. LONG-HAUL TRANSPORT
4. DISPOSAL AND/OR RECYCLING WASTE
5. FACILITIES WASTE/RECYCLING HAULING
6. MASTER AGREEMENT



Cost Comparison

	<u>STAFF RECOMMENDATION</u> D&S WASTE	<u>ALTERNATIVE 1</u> MAMMOTH DISPOSAL	<u>ALTERNATIVE 2</u> COUNTY TS OPS WITH LHTS AT PUMICE
Satellite Transfer Station Operation - PROPOSAL	- \$ 343,484	- \$ 1,003,013	- \$ 616,049
County Program Operational Expenses	- \$ 1,381,863	- \$ 1,339,376	- \$ 1,490,836
Total Cost to provide Countywide Solid Waste Services	- \$ 1,725,347	- \$ 2,342,389	- \$ 2,106,885
Solid Waste Program Revenue WITHOUT TIPPING FEES	+ \$ 736,363	+ \$ 736,363	+ \$ 799,586
Anticipated Tipping Fee Revenue at Current Tipping Fees	+ \$ 818,394	+ \$ 818,394	+ \$ 818,394
DEFICIT (to be recouped through increased tipping fees)	= \$ 170,589	= \$ 787,632	= \$ 488,905

****Note: Costs projected as of contract start – costs will escalate over time, subject to CPI formula**

Financial Projection – Tipping Fees

	CURRENT TIPPING FEES				Alternative Percent	STAFF RECOMMENDATION D&S PROPOSAL		ALTERNATIVE 1 MAMMOTH DISPOSAL		ALTERNATIVE 2 COUNTY OPS WITH LHTS AT PUMICE	
	Current Fee	Projected Annual Tonnage	Current Revenue	Revenue - Percent of Total		Price per ton at current percent	Alternative Price Per Ton	Price Per Ton by Current Percent	Alternative Price Per Ton	Price Per Ton at Current Percent	Alternative Price per ton
MSW	\$ 94.00	4503	\$ 423,282.00	52%	46%	113.59	100.00	184.47	162.41	150.16	132.20
C&D - Mono	\$ 74.00	1160	\$ 85,840.00	10%	11%	89.42	94.00	145.22	152.67	118.21	124.27
C&D - TOML	\$ 74.00	3722	\$ 275,428.00	34%	35%	89.42	94.00	145.22	152.67	118.21	124.27
Soil	\$ 5.00	300	\$ 1,500.00	0%	0%	6.04	8.00	9.81	12.99	7.99	10.58
Small Aggregate	\$ 11.00	300	\$ 3,300.00	0%	0%	13.29	11.00	21.59	17.87	17.57	14.54
Large Aggregate	\$ 33.00	300	\$ 9,900.00	1%	1%	39.88	33.00	64.76	53.60	52.71	43.63
Organics Load	\$ 5.00	917	\$ 4,585.00	1%	4%	6.04	38.00	9.81	61.72	7.99	50.24
Clean Wood	\$ 17.25	644	\$ 11,109.00	1%	3%	20.85	40.00	33.85	64.96	27.56	52.88
Metal	\$ 17.25	200	\$ 3,450.00	0%	0%	20.85	17.25	33.85	28.02	27.56	22.80
TOTAL		12046	\$ 818,394.00	100%		Current Tipping Fees Plus DEFICIT:	\$ 988,983	Current Tipping Fees Plus DEFICIT:	\$ 1,606,026	Current Tipping Fees Plus DEFICIT:	\$ 1,307,299

TD0

Special Handling Waste Streams

COST RECOVERY FROM ADDITIONAL WASTE STREAMS

To be Based on Actual Handling Costs



Slide 7

TDO Might not go there with this item.
Tony Dublino, 2021-12-09T18:00:26.130



FACILITIES WASTE HAULING

- Does not Affect Tipping Fee Deficit
- General Fund Expense
 - Managed by the Facilities Division
 - May be Expanded to Include Additional Recycling

Conclusion and Recommendation

- Staff Recommendation
 - Benefit of less cost to both the County and the customer
- Alternative 1
 - Creates more regionalization and economy of scale
- Alternative 2
 - Offers long-term security





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 21, 2021

Departments: Public Works

TIME REQUIRED 15 minutes

SUBJECT County Vehicle Policy Update

**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)

Presentation and approval of the 2021 County Vehicle Policy, with associated introduction of Ordinance to amend Section 2.83 of the County Code to reflect current practice.

RECOMMENDED ACTION:

- 1) Introduce, Read Title and Waive Further Reading of Ordinance Amending Mono County Code Section 2.83 "County-Owned Vehicles" to reflect the current process for developing and adopting rules governing the use of county-owned vehicles.
- 2) Adopt proposed resolution implementing an updated County Vehicle Policy applicable to county-owned vehicles and to private vehicles when used for county business.

FISCAL IMPACT:

None.

CONTACT NAME: Tony Dublino

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Ordinance
Exhibit A - New Chapter 2.83
Redline Chapter 2.83

[Resolution](#)

[Proposed Vehicle Policy](#)

History

Time	Who	Approval
12/15/2021 10:04 AM	County Counsel	Yes
12/15/2021 11:56 AM	Finance	Yes
12/17/2021 11:40 AM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: December 21, 2021
To: Honorable Chair and Members of the Board of Supervisors
From: Tony Dublino, Director of Public Works
Subject: Vehicle Policy Update

Recommended Action:

1. Introduce, Read Title and Waive Further Reading of Ordinance Amending Mono County Code Section 2.83 – County-Owned Vehicles -- to reflect the current process for developing and adopting rules governing the use of County-Owned vehicles.
2. Adopt Resolution R21-____, a Resolution of the Mono County Board of Supervisors establishing regulations for the use of county-owned vehicles and equipment.

Fiscal Impact:

One intent of the proposed policy changes is to reduce existing inefficiencies within the Motor Pool. Although this will not have an immediate fiscal impact, it is expected that over time, the Motor Pool will increase in efficiency and the per-mile cost of operating the Motor Pool will decrease.

Background:

The County established policies for the use of County-Owned Vehicles in 1981 with Ordinance 81-497, which created section 2.83 of the County Code. This code section establishes that rules regulating the use of County Vehicles will be set by Resolution and establishes a process for departments to obtain Board approval for the use of County-Owned vehicles by their staff.

In or around 2006, the County implemented the Mono County Vehicle Policy, which established rules for use of County-owned vehicles on a County-wide basis and apparently replaced the individual Department process described in section 2.83 of the County Code.

Today's item is requesting Board approval of a Resolution updating the 2006 County Vehicle Policy to address current issues and opportunities, and to introduce an Ordinance that would amend the County Code to remove the references to the 1981 departmental approach and establish that County-wide policies will be adopted by the Board, by Resolution, as is being done today.

Policy Update:

The proposed policy addresses numerous issues that will improve operations within the motor pool. It will:

- Reduce liability by providing clear accident reporting guidelines
- Establish safety standards for vehicle tires and equipment
- Provide clarity on policies surrounding 'permitted' use of County vehicles
- Establish clear rules relating to overnight use, and use of County vehicles when outside the County

- Provide a means to 'justify' individual vehicle assignments
- Create mileage minimums to reduce the occurrence of under-utilized vehicles
- Establish processes to streamline pool vehicle check out in at Mammoth and Bridgeport

The policy was reviewed by Risk Management and County Counsel and distributed to the Management Team earlier in the year, where comments were received and incorporated. The proposed policy (and corresponding Code changes) was then submitted to employee bargaining units (with the exception of the Deputy Sheriffs' and Public Safety Officers' Associations, which are not covered) and all units have agreed to the version presented for adoption.

If you have any questions regarding this item, please contact me at 760-932-5459. I may also be contacted by email at tdublino@mono.ca.gov.

Respectfully,



Tony Dublino
Director of Public Works



ORDINANCE NO. ORD21-__

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS AMENDING
CHAPTER 2.83 OF THE MONO COUNTY CODE PERTAINING TO COUNTY-
OWNED VEHICLES**

WHEREAS, the County of Mono owns a fleet of vehicles and heavy equipment that are utilized in the performance of various County functions; and

WHEREAS, the County intends to utilize the fleet in the most efficient and cost-effective manner possible while providing for the varying needs of County Departments and services; and

WHEREAS, the County adopted Ordinance 81-497 in 1981 that established Chapter 2.83 of the Mono County Code pertaining to County-Owned Vehicles; and

WHEREAS, the County now intends to revise and update Chapter 2.83 to reflect current practice and protocols regarding the adoption of policies on County-Owned Vehicle use, which will allow for the Board to set policy and regulations by Resolution from time to time; and

WHEREAS, the Board has been presented an updated County Vehicle Policy (September 2021) and intends to adopt that policy through Resolution simultaneous with the revision to this Ordinance and to update and revise the policy through Board Resolution as needed in the future; and

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

SECTION ONE: Chapter 2.83 of the Mono County Code is replaced in entirety with Exhibit A, attached hereto and incorporated herein by this reference.

SECTION TWO: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish it in the manner prescribed by Government Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2021, by the following vote, to wit:

AYES:

NOES:

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ABSENT:

ABSTAIN:

Jennifer Kreitz, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

EXHIBIT A

Chapter 2.83 - COUNTY-OWNED VEHICLES AND EQUIPMENT

Sections:

2.83.010 – Vehicles and Equipment to be used only for county business.

It is unlawful for any officer or employee of the county to drive, operate or otherwise use any vehicle or equipment belonging to the county except when on official county business or in the performance of county services, as set forth and clarified by resolution of the board of supervisors.

2.83.020 - Rules regulating use to be set by resolution.

The board of supervisors shall, by resolution, set forth and specify rules regulating the use of county-owned vehicles from time to time.

2.83.030 - Infraction of rules cause for suspension or dismissal from county employment.

Infractions of the rules of use set forth in the resolution adopted pursuant to Section 2.83.020 by any county employee may constitute cause for suspension or dismissal from county employment, or such other disciplinary action as is deemed appropriate by the department head or the board of supervisors.

2.83.040 - Violation—Penalty.

Violation of any provision of this chapter shall constitute an infraction and shall be punishable under Chapter 1.12, the general penalty provisions, of this code.

EXHIBIT A

Chapter 2.83 - COUNTY-OWNED VEHICLES AND EQUIPMENT

Sections:

2.83.010 ~~—~~ Vehicles and Equipment to be used only for county business.

It is unlawful for any officer or employee of the county to drive, operate or otherwise use any vehicle or equipment belonging to the county except when on official county business or in the performance of county services, the same is being used upon business pertaining to the county, as set forth and clarified by Resolution of the Board of Supervisors.

~~(Ord. 81-497 § 1 (part), 1981.)~~

2.83.020 - Rules regulating use to be set by resolution.

The board of supervisors shall, by resolution, set forth and specify rules regulating the use of county-owned vehicles from time to time. ~~Such resolution is to be developed and adopted as set forth in Sections 2.83.030 through 2.83.050.~~

~~(Ord. 81-497 § 1 (part), 1981.)~~

~~2.83.030— Departments to submit letter concerning operating procedures of vehicles.~~

~~A.— After the first and before the fifteenth day of September of each year, a letter shall be submitted to the board of supervisors by each department head whose department operates county-owned vehicles.~~

~~B.— The letter shall specify the operating, garaging and maintenance procedure of that particular department for vehicles.~~

~~(Ord. 81-497 § 1 (part), 1981.)~~

~~2.84.040— Board to approve or deny approval of department procedures.~~

~~A.— When all letters are received, the board of supervisors shall consider and approve or deny approval of each proposed procedure.~~

~~B.— When a proposal is approved by the board of supervisors, it shall become a part of the resolution to be adopted pursuant to Section 2.82.050.~~

EXHIBIT A

~~C. When approval is denied, the proposal shall be submitted to a conference of the chairman of the board or his designee, county counsel/administrative assistant and the department head submitting the proposal. After such conference, an amended proposal shall be submitted to the board of supervisors for their approval or denial.~~

~~D. No department head shall operate or cause to have operated vehicles unless their department operating procedure has been approved by the board of supervisors.~~

~~(Ord. 81-497 § 1 (part), 1981.)~~

~~2.83.050 Adoption of resolution by board.~~

~~A. On or before October fifteenth of each year, the board of supervisors shall adopt the resolution pursuant to this section.~~

~~B. The resolution shall include by reference each department's approved procedure.~~

~~C. The resolution shall also include any other rule or regulation deemed necessary by the board of supervisors for the proper operation and enforcement of this chapter.~~

~~D. The resolution shall regulate the use of county owned vehicles until the next October fifteenth or until reviewed and changed by the board of supervisors.~~

~~(Ord. 81-497 § 1 (part), 1981.)~~

2.83.0360 - Infraction of rules cause for suspension or dismissal from county employment.

Infractions of the rules of use set forth in the resolution, pursuant to Section 2.83.020 by any county employee may constitute cause for suspension or dismissal from county employment, or such other disciplinary action as is deemed appropriate by the department head or the board of supervisors.

~~(Ord. 81-497 § 1 (part), 1981.)~~

2.83.0470 - Violation—Penalty.

Violation of any provision of this chapter shall constitute an infraction and shall be punishable under Chapter 1.12, the general penalty provisions, of this code.

~~(Ord. 81-497 § 1 (part), 1981.)~~



RESOLUTION NO. R21-___

**A RESOLUTION OF THE MONO COUNTY BOARD
OF SUPERVISORS ESTABLISHING REGULATIONS
ON THE USE OF COUNTY OWNED VEHICLES AND EQUIPMENT**

WHEREAS, Chapter 2.83 of the Mono County Code provides for the Board to adopt policies and regulations regarding County-Owned Vehicles from time to time; and

WHEREAS, the Board intends to establish clear rules and regulations pertaining to the use and operation of County-Owned Vehicles and Equipment in such a manner that will ensure the safe and cost-effective operation of the County fleet, while recognizing the varying needs and missions of County Departments; and

WHEREAS, the Board intends to replace and supersede any past policies with the County Vehicle Policy of December 2021 attached to this item as Attachment A.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors hereby adopts the County Vehicle Policy of December 2021, consistent with the Chapter 2.83 of the Mono County Code, which replaces any and all past policies in their entirety.

PASSED, APPROVED and ADOPTED this 21st day of December, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jennifer Kreitz, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



County Vehicle Policy

December 2021

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Purpose and Application

The Purpose of the County Vehicle Policy is to formalize rules and procedures relating to vehicles utilized in the conduct of County business, in accordance with the intent of Mono County Code sections 2.83.060 and 2.83.070. This Policy:

- Provides uniform rules and regulations that govern the use and operation of County vehicles and equipment in the conduct of county business.
- Establishes a uniform policy for transportation for officials and employees in the conduct of County business.
- Establishes a uniform policy for use of private vehicles in the conduct of County business.
- Establishes protocols and standards for the maintenance, care, and replacement of County vehicles.
- Establishes Safety Standards for County Vehicles.
- Describes and formalizes the methodology utilized in establishing Motor Pool Rates.

This Policy shall apply to the use of County-owned and county leased passenger vehicles, trucks and heavy equipment including, but not limited to graders, loaders, paint stripers, and tractors (hereinafter referred as ‘heavy equipment’), by all County officers, employees, and volunteers including elected and appointed Department Heads.

The Policy shall apply to all privately-owned vehicles when those vehicles are being used in the performance of County business and mileage reimbursement is provided.

Sworn officers employed by the Mono County Sheriff are exempt from this Policy when performing the official duties of the Sheriff’s office.

Under this Policy, elected and appointed Department Heads are responsible for their own use of County Vehicles, as well as use by their Department’s staff and volunteers.

In adopting this Policy, the Board of Supervisors charges the County Administrative Officer and each Department Head with the responsibility of ensuring that all officials, officers, and employees under their supervision are thoroughly aware of its contents and comply with the Policy at all times.

Definitions

“County Vehicle”

All County-owned or leased vehicles and heavy equipment, as well as ***privately-owned or leased vehicles*** when used in the performance of County business and eligible for mileage reimbursement.

“Personal Vehicle”

A ***privately-owned vehicle*** when used in the performance of County business and eligible for mileage reimbursement.

“Assigned Vehicle”

A County Vehicle assigned to a specific Department and/or specific staff member within a Department that meets the established criteria for vehicle assignment.

“Shared Pool Vehicle”

A County Vehicle that is maintained and checked out by the Department of Public Works (DOPW) and is intended for shared use between County Departments.

Operational Rules and Regulations

All County Vehicles

The following rules and regulations apply to all County Vehicles.

1. The operation of a County Vehicle (or a personal vehicle when used for County business) is a privilege that may be withdrawn at any time.
2. No employee shall operate a vehicle (or equipment) for which they do not have the appropriate classification of driver’s license (or certifications). Some vehicles require a commercial license and/or additional certifications. In addition, no employee shall drive or be instructed to drive any vehicle which they have not been adequately trained to operate, or operate a vehicle that has been determined to be unsafe (or that is pending a safety inspection based on a hazard report).
3. Use of a County Vehicle for any purpose other than County business is prohibited.
4. Only County employees, appointed, officials and volunteers shall operate a County Vehicle.
5. Employees are prohibited from carrying passengers in County Vehicles who are not a party to County business.
6. Use of a County Vehicle other than during an employee’s regular working day or officially assigned duty (i.e., when employee is ‘off-the-clock’) is prohibited. This does not apply to regular breaks within a work shift.
7. Use of a County Vehicle to travel to and from an employee’s home is prohibited, except as permitted in these rules and regulations, a memorandum of understanding (MOU) approved by the County and the employee bargaining unit, or a written, County-approved employment agreement.
8. County-owned vehicles shall at all times, when not in use on County business, be kept on County property, or County leased or rented property. Specific exceptions to this rule are listed below, under ‘Overnight Storage.’
9. A County Vehicle shall not be used to ‘jump start’ another vehicle (excepting Public Works Maintenance Workers who have undergone necessary training)
10. Keys shall never be left in unattended County Vehicles, even when parking in a secured location. County Vehicles must be locked when not in use, including when parked in County parking areas.
11. Use of a County-owned vehicle for transportation to home or restaurant for meals, or for general errands, is prohibited unless the destination is along the route required for official County business and does not create significant additional travel off the official route (i.e., less than 5% of the trip total).
12. County employees shall not have in their possession (or within the County Vehicle) any alcohol, cannabis, or other illegal drugs when utilizing a County Vehicle. If an employee is taking

- prescription or over the counter medication, they will ensure that it does not impact their ability to drive a vehicle in a safe manner.
13. County has a zero tolerance for driving under the influence of illegal drugs, cannabis, alcohol, and prescription and over the counter drugs that impact the ability to drive a vehicle in a safe manner.
 14. County officers, including elected officials and Department Heads, shall be responsible for the proper use of County Vehicles by department personnel, in accordance with these rules.
 15. Employees are required to observe all traffic laws at all times while operating a County Vehicle. Violation of this policy, or of applicable traffic laws, may subject the employee to disciplinary action, up to and including termination. Disciplinary action based solely on vehicle speed may be imposed for speeds that are 15 or more miles per hour above the applicable speed limit.
 16. County Vehicles that are emergency vehicles, when responding to emergency calls and/or incidents, are governed by applicable emergency response rules and regulations.
 17. Idling of occupied County Vehicles for more than 2 minutes is discouraged. Idling of occupied County Vehicles for more than 5 minutes is prohibited. County Vehicles shall never be left idling when unoccupied or unattended.
 18. All County-Vehicles are to be maintained under a preventive maintenance program, to ensure safe operation and to reduce unscheduled down times.
 19. The proper use of seat belts and shoulder restraints while operating County Vehicles is mandatory.
 20. It is the driver's responsibility to report all mechanical defects in a County Vehicle to the County Fleet Superintendent and his/her (driver's) Department Head.
 21. No County employee shall install or cause to be installed in or on a County Vehicle any article of personal property without prior approval of the Fleet Superintendent, including but not limited to equipment racks, electronic device holders, and bumper stickers.
 22. The use of handheld cellular devices by the driver is prohibited whenever the County Vehicle is in operation.
 23. All windows and mirrors must be clear of snow, prior to vehicle operation.
 24. Any County-owned vehicle may have a GPS tracker installed to monitor the vehicle's location, speed, mechanical issues, and trip data. Information obtained through these devices will be used improve fleet efficiency and or may serve as evidence of violation of this policy.
 25. If a County Vehicle does not have All-Wheel Drive or 4-Wheel Drive (as with electric vehicles) the vehicle must not be operated on any roads where chain restrictions (R-2 or greater) are in place.
 26. If a County Vehicle does not have a tailgate but is loaded, the driver of the vehicle will ensure that the load is secure and that overhangs are properly flagged in accordance with state law.
 27. Backing of a County Vehicle when the driver does not have a clear view of the entire area behind the vehicle will be done with the assistance of a spotter. If a second person is in the vehicle, they will get out and guide the vehicle using appropriate hand and voice signals. If the driver is alone, the driver will inspect the area behind before backing with extreme caution.
 28. Before the initial use of any County Vehicle each day the driver must walk around and inspect the vehicle for damage, inoperable lights, tire condition, or any other condition which may create an unsafe condition. If a malfunction is identified, the driver must report it to his or her supervisor and the Fleet Superintendent to determine if the vehicle is safe to drive, or if the vehicle must be taken out of service. If the vehicle is taken out of service, both the keys and the

vehicle must be marked as out of service by Public Works, and the keys securely kept by an authorized supervisor until Public Works arranges for the repair.

29. Each employee who operates a County Vehicle, regularly or occasionally on County business is required to immediately report suspension or revocation of their license to their supervisor, who must then report this information to HR and Risk Management.
30. Individuals with either: 1. Three at-fault accident or moving violations within the last two years; 2. A DUI offense within the last five years; 3. A driving on a suspended/revoked license offense in the last five years; or 4. A reckless driving offense within the last 5 years; may be prohibited from driving in the course of their employment.

Assigned Vehicles

Justification

The assignment of a County Vehicle to a specific Department or staff must be justified by the following criteria:

- Vehicle is directly utilized in the performance of emergency response, and assignee is required to respond to emergency situations (i.e., EMS, CPS, Probation, District Attorney, Roads);
- Vehicle contains work-related tools and equipment that are not portable and cannot reasonably be removed from the vehicle (i.e., Facilities, IT Radio Truck, Animal Control). ‘Portable’ is defined as being able to remove the necessary items in one trip;
- Vehicle is necessary on a daily basis to perform the associated function (e.g., Building Inspector, Environmental Health Inspector); or
- Vehicle is assigned directly to a Department Head, and can be used either by the Department Head or by staff within the department with the Department Head’s approval.

Maintenance and Care

It is the responsibility of the assignee to monitor their County Vehicle use, related maintenance needs, and to clean (interior and exterior), sterilize and wash the vehicle as needed.

Snow removal

Snow removal from Assigned Vehicles is the responsibility of the assignee. If the assignee is physically unable to perform this task, snow removal services shall be contracted and funded through the assigned Department.

During snow events, all Assigned Vehicles must be relocated in accordance with established directions in order to facilitate snow removal from the lot where the vehicle is parked.

Overnight Storage

Overnight retention of Assigned Vehicles is permitted in the following situations or as otherwise authorized by MOU or employment contract:

Permanent

The County official or Department Head is required to participate regularly in official County business after normal business hours.

The employee must respond to emergencies which require immediate response and attention during off duty hours for the protection of persons or property, specifically requiring their presence in a

supervisory or technical capacity to reduce the emergency. Such emergencies must require immediate travel to the emergency scene.

Other requests for permanent home storage of County Vehicles shall be submitted to the Department Head, who will then transmit the request and recommendation to the Risk Manager and County Administrative Officer for approval.

Temporary

An employee is returning from an officially authorized trip after working hours or leaving before work hours.

An employee is working on a special assignment such as a criminal or civil investigation requiring continuous availability of a County Vehicle during the assignment.

An employee requires the use of a County Vehicle to attend a meeting or training session in or out of the County, and such assignment has been approved by the Department Head.

Rules

On-street parking will not be permitted. The user must provide off-street parking away from snow removal and snow roof shedding hazards.

Shared Pool Vehicles

The County maintains a fleet of Shared Pool Vehicles to serve the regular needs of County officials, officers, staff, and volunteers. Operation and use of the Shared Pool Vehicles shall be in accordance with the policy rules and regulations of County Vehicles above, and those specific to the Shared Pool Vehicles below:

Checkout and Check-in

Shared Pool Vehicles are parked in the Memorial Hall parking lot in Bridgeport, the Civic Center parking lot in Mammoth, with additional vehicles available from time to time at the Bridgeport Road Shop. The management and maintenance of these vehicles is administered by the DOPW.

Each vehicle has a 'trip ticket book' located in designated locations in Bridgeport Annex 1, the Civic Center in Mammoth, and the Bridgeport Road Shop, depending on where the vehicle is parked at that time.

Upon checkout, the user of a Shared Pool Vehicle will fill in all appropriate information on the trip ticket, and complete the trip ticket upon their return and check-in, with details on fuel, destination, and ending mileage, write new mileage in next sheet, and deposit completed form in collection box.

User will note any operational deficiencies of the Shared Pool Vehicle under comments. The user will notify the Fleet Superintendent immediately if the deficiencies are deemed serious or hazardous to the use of the vehicle.

Maintenance and Care

When checking in, Shared Pool Vehicle users are required to clean up after their use – do not leave any trash, (papers, pens, food wrappers, drink containers) in the vehicle, and if the vehicle is in need of cleaning and/or wash, note that on the ticket.

Food consumption and smoking are prohibited in all County Vehicles.

Maintenance of Shared Pool Vehicles is tracked and scheduled as needed by the DOPW.

Necessary cleaning and washing of Shared Pool Vehicles is scheduled and performed by DOPW.

Snow Removal

Snow removal from Shared Pool Vehicles is performed by Public Works staff.

Overnight Storage

Overnight storage of Shared Pool Vehicles is permitted in the following situations:

An employee is returning from an officially authorized trip, meeting or event after working hours, or is leaving for an authorized trip, meeting or event before work hours.

An employee requires the use of a Shared Pool Vehicle to attend a meeting or training session in or out of the County, and such assignment has been approved by the Department Head.

Rules

On-street parking will not be permitted. The user must provide off-street parking away from snow removal and snow roof shedding hazards.

Safety Standards

Each County Vehicle shall be equipped with a set of tire chains, a first aid kit, a fire extinguisher, and an ice scraper, provided by the Motor Pool Fleet Shop.

County Vehicles shall be equipped with mud and snow tires, with a tread depth of no less than 6/32", with adequate siping, and have positive snow safety reviews and mountain condition reviews.

Servicing

The service, maintenance and repair needs of all County Vehicles are administered by the Fleet Division of Public Works.

It will be the Department Head's responsibility to schedule the vehicles assigned to their department for service and maintenance, with timely notice to the Fleet Superintendent. The next service mileage will be placed on the dash of each vehicle by the Fleet Mechanic.

Fueling

County vehicles shall be fueled at County fuel stations, using the vehicle's FOB, whenever possible.

Credit cards shall only be used when traveling outside of the County, or when it is impractical to use County fuel stations. When such situations arise, County employee shall utilize their CalCard for the fuel purchase, and provide the receipts to the appropriate County fiscal officer or Department Head for processing.

Accident/Incident Reporting

If an employee is involved in a vehicle accident while on County business, the employee must contact California Highway Patrol, which is the usual authority, or local police by dialing 9-1-1 to determine if it is necessary for that agency to be called to the scene to make a report of the accident.

All accidents and damage to County property shall be reported verbally, as soon as possible, to the employee's department head and followed by a detailed written report within 24 hours of the accident/damage using the Vehicle Accident Report Form and the Incident Hazard Report form, located online at:

https://countyofmono1.sharepoint.com/:b:/r/Shared%20Documents/Risk%20Management/Vehicle_Incident_Accident_Report.pdf?csf=1&web=1&e=vZzSzv

https://countyofmono1.sharepoint.com/:b:/r/Shared%20Documents/Risk%20Management/Incident-Hazard_Report_Form.pdf?csf=1&web=1&e=OexVNY

The completed forms are then submitted to the Department Head and Risk Management for further processing. If the driver is injured and unable to complete the report, the Department Head or their designee will complete the forms. Any accident involving injury to any person or damage to property shall be reported immediately to the California Highway Patrol and an investigation requested.

The driver must NOT admit fault nor discuss the accident with anyone except law enforcement officers, the driver's Department Head or Supervisor, the Risk Manager or County Counsel.

Employees involved in accidents or incidents involving County Vehicles or privately owned vehicles on County business shall complete the standard [accident report](#) and [incident reports](#) as soon as possible, after the accident, and turn in to their supervisor and the Risk Manager.

Use of Personal Vehicles on County Business

Justification

The use of Personal Vehicles shall be allowed when County Vehicles are unavailable or unsuitable for the necessary travel, or in response to an emergency situation or call out, as approved by the Department Head. The Department Head must approve Personal Vehicle use in advance, after due consideration of the availability and suitability of County Vehicles.

General Conditions

- A valid California Driver's License shall be in the driver's possession at all times.
- Personal Vehicles shall be insured to the minimum requirements as established by law and verification of insurance maintained within the vehicle at all times.
- Proof of current insurance for the vehicle must be provided (or on file) with any request for mileage reimbursement.
- The vehicle provided shall be a conventional 4 wheeled enclosed vehicle. Under no circumstances is a 2-wheeled or 3-wheeled Personal Vehicle to be used on County business.
- As the IRS mileage reimbursement rate is based on the fixed and variable costs of operating a Personal Vehicle, Personal Vehicle use shall be at the sole risk and use of the owner, and such

liability and property damage occurring as a result of the use of the Personal Vehicle for County business shall be the responsibility of the owner, unless otherwise required by law.

- The Personal Vehicle shall be in sound mechanical condition, adequate for providing the required transportation in a dependable manner.

Reimbursement

When authorized by the Department Head to use a Personal Vehicle, the employee shall be eligible for reimbursement based on miles driven, in accordance with the current IRS mileage reimbursement rate. Such reimbursement will be processed through submittal of a complete and correct claim form submitted to the Finance Department.

Requests for mileage reimbursement must be consistent with the following:

- Miles driven to and from an employee's home and the assigned regular work location are not eligible for reimbursement.
- Miles driven during the workday in excess of the miles along the direct route from an authorized job-related location to another authorized job-related location are ineligible, and are considered personal miles.
- Employees who do not regularly report to a specific facility and those who occasionally report to different work locations shall claim only the mileage that is greater than the normal commute to their assigned work locations.
- Employees who are called out in an emergency, excepting on-call employees whose mileage to respond does not exceed the miles of their regular commute, during off-duty hours may claim mileage between their homes and the location of the emergency.
- Employees who are required to attend night meetings or meetings away from the normal work location may claim mileage between their home and the meeting location.
- Only pre-approved Private Vehicle use is eligible for mileage reimbursement. Employees must submit a claim for reimbursement.

The claim form shall include:

- Department Head signature/approval
- Purpose of the travel
- Mileage traveled, with supporting map and/or mileage total between destinations, generated by Google Maps
- The reason a County Vehicle was not utilized

County Vehicle Internal Service Fund

County Vehicle rates are developed by a formula that groups vehicles into specific 'class' of vehicle, then determines the total cost of all vehicles of that class and divides the costs by the total vehicle miles of that class. In this way, if one vehicle suffers a major breakdown, the cost of the repair is leveled out among other vehicles of that class.

The rates are developed in conjunction with the annual budget and are based on the most recent year's costs – so, rates that are being paid in the current budget year are based on the actual costs of the last

budget year. Each department's County Vehicle charges are developed by multiplying the established rates by a projected mileage of the Department's vehicle types. The projected mileage is determined by the most recent year's mileage.

Assigned Vehicles

The formula for Assigned Vehicles includes certain fixed costs (insurance, admin, etc.) with an additional cost per mile to cover routine maintenance and replacement costs. Fixed costs will be assessed at the beginning of each fiscal year, with cost per mile billed monthly thereafter. Assigned Vehicles that are under-utilized (less than 8,000 miles per year) will be more expensive to operate than those that have higher usage. In the event an Assigned Vehicle does not generate enough miles (and associated replacement revenue) to cover the year's portion of the vehicle's replacement cost, that discrepancy will be charged to the assignee's department budget at the end of the year reconciliation.

Fuel for an assigned vehicle is charged separately, and not included in the rate per mile.

When equipment installations are necessary for the performance of official duties (radios, video monitoring, GPS tracking, etc.) such installations become part of the overall cost of the vehicle, which is used to determine the vehicle rates per mile. This includes only items which are mechanically attached to the vehicle and are not intended to be removed from the vehicle for any reason.

When special requests are made for specific equipment on a vehicle (tires, camper shells, etc.) those costs will be assessed directly to the requesting department on an annual basis and will not be included in the calculation of the vehicle's rate per mile.

Shared Pool Vehicles

Shared pool vehicles have only a per-mile rate. They are generally less expensive to utilize because they see higher annual mileage and the associated fixed costs are spread out across more miles. The cost of the associated maintenance, as well as the management of the vehicles, is included in the rate per mile. The only 'class' of Shared Pool Vehicles is small SUV's, which are currently Subaru Foresters. The County is currently procuring a small number of Electric Vehicles that will become part of the shared fleet as well.

Billing

Costs for a Department's Assigned Vehicles, and its use of Shared Pool Vehicles, will be calculated and submitted on a quarterly basis.

During the Fiscal Year, Assigned Vehicle charges will be based on mileage that is reported to County fueling stations – at year's end, Departments will be required to confirm odometer readings for a year's end reconciliation.

Shared Pool Vehicle use will be charged to Departments based on submitted trip tickets

Vehicle Replacement Considerations

General

When selecting vehicle types for the fleet, the following considerations are made:

- One make / model per class (fleet uniformity)

- Good fuel economy, safety, and reliability
- Seats four adults comfortably
- All-wheel drive or 4x4 (may not apply to all vehicles such as electric vehicles)
- Automatic Transmission
- Power windows, locks, mirrors, AC, AM/FM
- Bluetooth/hands-free cell phone capability
- County seal, except in sensitive applications
- White color

For Pickup Trucks:

- One make / model per class (fleet uniformity)
- ¾-ton 4x4 truck with tow package
- Automatic transmission, gas engine
- Standard cab, cloth seats
- Eight-foot bed with spray-in bed liner
- Power-assisted steering and brakes
- Power windows, locks, mirrors, AC, AM/FM
- Bluetooth/hands-free cell phone capability
- County seal on all vehicles
- White color

Useful Mileage

The ‘useful mileage’ of a particular vehicle classes is a consideration when recommending vehicles for replacement. Currently established useful miles are shown below:

Vehicle Type	Useful Mileage
Pickup Trucks (all Departments)	160,000 miles
Small, Medium and Large SUV’s (All Departments)	160,000 miles
Ambulances	130,000 miles
Sheriff PPVs	130,000 miles
Probation Vehicles	130,000 miles

Vehicle replacement is not always necessary upon reaching useful mileage if the vehicle remains reliable and maintenance costs are acceptable. Many vehicles are re-assigned to other departments and continue to provide reliable transportation for extended periods beyond the useful mileage indicated above. In some cases, a vehicle with a history of significant mechanical problems will be replaced prior to reaching its useful mileage.

Each budget cycle, the Director of Public Works and Fleet Superintendent review the mileage of all County Vehicles, identify which of those vehicles have exceeded their useful mileage, mechanical history, use patterns and general condition, and make a recommendation to the Board for annual replacements.

When Department Heads and the DOPW have a disagreement as to vehicle type, the Board of Supervisors shall determine the type of vehicle for acquisition, based on an analysis of the above factors.

Vehicle Policy Certificate

All county employees and officers who drive in the course and scope of employment must sign the certificate below prior to operating a county or personal vehicle for work purposes, unless specifically exempted by this policy.

County of Mono **Vehicle Policy Certificate**

I Hereby Certify that:

- **I have read and understand the Mono County Vehicle Policy.**
- **I possess a current and valid driver's license.**
- **I maintain insurance for the use of my personal vehicle, the coverage of which meets the minimum standards as required by CA law.**

I understand that any restriction or change in the status of my driver's license or any change or loss of insurance coverage must be reported immediately to my supervisor.

I have attached a copy of my valid driver's license

Employee name (print)_____

Employee signature_____

Department_____

Date_____

Driver's License State_____

Driver's License Number_____



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 21, 2021

Departments: Public Works

TIME REQUIRED 5 minutes

SUBJECT Budget Amendment Request to
Provide for Additional Motor Pool
Vehicle Purchases

**PERSONS
APPEARING
BEFORE THE
BOARD**

Tony Dublino, Director of Public
Works; Ingrid Braun, Sheriff

AGENDA DESCRIPTION:

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

Request from Sheriff's Department for budget amendment to acquire additional motor pool vehicle to be paid for with 2011 court security realignment revenues.

RECOMMENDED ACTION:

Approve Budget Amendment increasing appropriation in Motor Pool Capital Equipment: Vehicles (650-10-723-53010) by \$73,597 to accommodate an additional vehicle purchase for the Sheriff's Office with a transfer from the 2011 Court Security Realignment Fund (requires 4/5ths approval).

FISCAL IMPACT:

No General Fund Impact, and no impact to the Motor Pool Internal Service Fund. The proposed purchase is funded with court security realignment revenues to offset the cost of the requested vehicles.

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](#)

History

Time

12/15/2021 9:37 AM

Who

County Counsel

Approval

Yes

12/15/2021 12:01 PM

Finance

Yes

12/17/2021 11:42 AM

County Administrative Office

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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Date: December 21, 2021

To: Honorable Chair and Members of the Board of Supervisors

From: Tony Dublino, Director of Public Works

Subject: Budget Amendment Request to provide for additional motor pool vehicle purchases

Recommended Action: Approve Budget Amendment increasing appropriation in Motor Pool Capital Equipment: Vehicles (650-10-723-53010) by \$73,597 to accommodate an additional vehicle purchase for the Sheriff's Office.

Fiscal Impact: No General Fund Impact, and no impact to the Motor Pool Internal Service Fund. The proposed purchase has dedicated funding to offset the cost of the requested vehicles.

Discussion:

Since the submittal of the 21/22 Motor Pool Budget, the Sheriff's Office has identified funds in the Court Security Budget for an additional vehicle and has requested an adjustment to the Motor Pool appropriations so the purchase can be consummated. The Sheriff's Office wishes to purchase an unmarked police patrol vehicle (Chevrolet Tahoe). This vehicle will increase the number of vehicles assigned to the Sheriff's Office.

This vehicle will be assigned to the Investigator position, which currently utilizes a marked (black and white) patrol vehicle. The proposed County Vehicle Policy (currently undergoing meet and confer process) will establish that vehicle assignments must be justified. Consistent with the proposed policy, the Sheriff's Office provided the following justification for the assignment of this vehicle:

- Vehicle is directly utilized in the performance of emergency response, and assignee is required to respond to emergency situations;
- Vehicle is necessary on a daily basis for to perform the associated function

If you have any questions regarding this item, please contact me at 760-932-5459. I may also be contacted by email at tdublino@mono.ca.gov.

Respectfully,

Tony Dublino
Director of Public Works