



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO

STATE OF CALIFORNIA

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.
Meeting Location: Mono Lake Room, 1st Fl., County Civic Center, 1290 Tavern Rd., Mammoth Lakes, CA 93546

Regular Meeting
October 15, 2024

TRIBAL LAND ACKNOWLEDGMENT

In respect to the Indigenous People and Tribal Elders, past, and present, the Bridgeport Indian Colony, Mono Lake Kutzadika Tribe, and Utu Utu Gwaitu Tribe are the indigenous People who live within this, their ancestral homeland from time immemorial to the present and have been the caretakers of these lands, waters, and all natural resources for the benefit of the environment and of all living things. We who live in Mono County offer this land acknowledgment with a spirit of mutual respect and collaboration.

TELECONFERENCE INFORMATION

This meeting will be held in person at the location listed above. Additionally, a teleconference location will be available where the public and members of the Board may participate by electronic means.

1. Mammoth Teleconference Location – for meetings held on the first and second Tuesday of each month - Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;
2. Bridgeport Teleconference Location – for meetings held on the third Tuesday of each Month - Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA. 93517;
3. Zoom Webinar. Absent participation by a member of the Board under AB 2449, the Zoom Webinar is provided as a courtesy participation method but is not guaranteed.
4. Novotel Krakow Centrum UL Tadeusza Kosciuszki 5 Krakow, 30-105 Poland

Members of the public may participate in person at the above listed locations, or, if available, via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/86184622677> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 861 8462 2677.

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 861 8462 2677

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

Additionally, if available, you may view the live stream of the meeting by visiting:

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

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

4. DEPARTMENT/COMMISSION REPORTS

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

5. CONSENT AGENDA

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

A. Health Net, LLC Population Health Management Grant Agreement

Departments: Health and Human Services

Proposed contract with Health Net, LLC pertaining to Population Health Management Program Grant Agreement to fund community incentives related to the community health assessment and improvement plan process.

Recommended Action: Approve and authorize the Health and Human Services Director to sign Population Health Management Program Grant Agreement with Health Net, LLC for the period October 30, 2023, through June 30, 2025, and a not-to-exceed amount of \$2,492.

Fiscal Impact: Grant revenue of \$2,492 to support costs related to the Community Health Assessment and Improvement Plan.

B. Agreement with Smile Dental Services, Inc for Mobile Dental Van Services
Departments: Health and Human Services

Smile Dental Services, Inc. is proposing to provide dental services through an on-site Mobile Dental van in northern Mono County for two days during the month of October 2024. The service is arranged for through Health Net, LLC, one of two MediCal Managed Care Plans serving Mono County. The target populations are children and adults who have barriers to accessing dental services. Mono County Public Health will facilitate this event.

Recommended Action: Authorize the Health and Human Services Director to sign an Agreement with Smile Dental Services, Inc. for the provision of Mobile Dental van services to occur in Mono County.

Fiscal Impact: Staff time is required to coordinate with the dental van for provision of services, but no additional county funds are required to sponsor the service.

C. Update to Mono County Policies and Procedures Manual - Policy A-13 Mono County Injury and Illness Prevention Plan; Policy A-12 Mono County Emergency Action Plan; Policy C-8 Mono County Reasonable Accommodation Policy

Departments: County Administrative Office

Staff update on new sections added to the Mono County Policies and Procedures Manual: Policy A-13 Mono County Injury and Illness Prevention Plan; Policy A-12 Mono County Emergency Action Plan; Policy C-8 Mono County Reasonable Accommodation Policy.

Recommended Action: Receive updated sections added to the Mono County Policies and Procedures Manual that were adopted administratively.

Fiscal Impact: None.

D. Letter of Support for the Eastern Sierra Land Trust's Application for Sierra Meadows Partnership Grant Program

Departments: Board of Supervisors

Eastern Sierra Land Trust (ESLT) is applying for a Sierra Meadows Partnership block grant to restore the health of Huntoon Valley Meadow and to implement management actions and practices that will maintain healthy meadow

conditions into the future. The deadline to submit their full proposal is October 30, 2024.

Recommended Action: Approve and authorize the Chair to sign proposed letter.

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. Move in Update for The Parcel Project in Mammoth Lakes (The Sawyer)

Departments: Clerk of the Board

20 minutes

(Jennie Reed, Regional Director Buckingham Property Management) - Update from Buckingham Property Management regarding The Parcel move-in update.

Recommended Action: None, informational only.

Fiscal Impact: None.

B. Update on Avian Influenza in the United States

Departments: Health and Human Services

20 minutes (10 min presentation, 10 min discussion)

(Dr. Tom Boo, Mono County Public Health Officer) - Avian Influenza is causing outbreaks in wild birds and poultry, dairy cattle and other animals and sporadic human cases. Public health experts at the Centers for Disease Control and Prevention and the California Department of Public Health continue to assess the risk of influenza A (H5N1) to the general public to be low. Mono County Public Health Officer, Dr. Tom Boo, will provide a general update on Avian Influenza in the United States.

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

Fiscal Impact: None.

C. Housing Ad Hoc Committee and Housing Activities Update

Departments: County Administrative Office

15 minutes

(Tyrone Grandstrand, Housing Opportunities Manager) - Presentation by Tyrone Grandstrand sharing an update on activities of the Housing Ad Hoc Committee

and staff work on housing.

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

Fiscal Impact: None.

D. 2024/2025 California State Association of Counties (CSAC) Nominations

Departments: Board of Supervisors

5 minutes

(Queenie Barnard, Clerk-Recorder-Registrar) - Nomination of a member and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for 2024/2025. Appointment of individuals nominated by the Board is made by the CSAC Executive Committee and appointments are for one year. Supervisor Peters is currently the member and Supervisor Kreitz is currently the alternate.

Recommended Action: Nominate a member of the Board of Supervisors to serve on the CSAC Board of Directors for the 2024/2025 Association year beginning on November 18, 2024; also, nominate an alternate member.

Fiscal Impact: None.

E. Adopt and Approve a Side Letter of Agreement with the Deputy Sheriffs' Association on Canine Pay

Departments: Human Resources

5 minutes

(Christine Bouchard, Assistant County Administrative Officer) - Adopt and approve a side letter of agreement with the Deputy Sheriffs' Association on Canine Pay.

Recommended Action: Adopt proposed side letter. Provide any desired direction to staff.

Fiscal Impact: Increase of \$297.12 per week consisting of overtime pay of \$289.45 and payroll taxes of \$7.67.

F. Resolution to Require At-Will Employees to Fill Poll Worker Vacancies During an Election

Departments: Clerk-Recorder-Registrar of Voters; County Counsel

5 minutes

(Queenie Barnard, Clerk-Recorder-Registrar) - Proposed resolution to require at-will employees to fill poll worker vacancies during an election.

Recommended Action: Adopt proposed resolution. Provide any desired

direction to staff.

G. Fiscal Impact: None.
Biomass Facility Update

Departments: Emergency Management
30 minutes

(Fred Tornatore, TSS Consultants) - A status report from Fred Tornatore, TSS Consultants Project Manager, on the status of the Biomass Facility. Following the presentation there will be a tour of the project site at Mammoth Pacific Geothermal, 94 Casa Diablo Cutoff Rd, Mammoth Lakes, CA 93546

Recommended Action: Following update, receive any questions and direction from the Board.

Fiscal Impact: None.

8. CLOSED SESSION

A. Closed Session - Exposure to Litigation

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

B. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Sandra Moberly, Oliver Yee, Christopher Beck, Janet Dutcher, and Christine Bouchard. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

9. REGULAR AGENDA - AFTERNOON

A. Tour of the Proposed Biomass Facility Project Site

Departments: Emergency Management
60 minutes

(Fred Tournatore, TSS Consulting) - Walking tour of the proposed Biomass Facility project site at Mammoth Pacific Geothermal, 94 Casa Diablo Cutoff Rd, Mammoth Lakes, CA 93546.

Recommended Action: None, informational only.

Fiscal Impact: None.

10. BOARD MEMBER REPORTS

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

A. Board Member and Board Ad Hoc Reports

- Board Ad Hoc Arts Committee (Chair Peters, Supervisor Salcido)
- Board Chambers Ad Hoc Committee (Chair Peters, Supervisor Salcido)
- Housing Ad Hoc Committee (Supervisor Gardner, Supervisor Kreitz)
- Tax Sharing Ad Hoc Committee (Supervisor Salcido, Supervisor Gardner)

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 15, 2024

Departments: Health and Human Services

TIME REQUIRED

SUBJECT Health Net, LLC Population Health
Management Grant Agreement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with Health Net, LLC pertaining to Population Health Management Program Grant Agreement to fund community incentives related to the community health assessment and improvement plan process.

RECOMMENDED ACTION:

Approve and authorize the Health and Human Services Director to sign Population Health Management Program Grant Agreement with Health Net, LLC for the period October 30, 2023, through June 30, 2025, and a not-to-exceed amount of \$2,492.

FISCAL IMPACT:

Grant revenue of \$2,492 to support costs related to the Community Health Assessment and Improvement Plan.

CONTACT NAME: Kathryn Peterson

PHONE/EMAIL: 760-924-1763 / kpeterson@mono.ca.gov

SEND COPIES TO:

kpeterson@mono.ca.gov, sbutters@mono.ca.gov

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> staff report
<input type="checkbox"/> Attachment A

History

Time

Who

Approval

10/8/2024 10:13 AM	County Counsel	Yes
10/8/2024 10:32 AM	Finance	Yes
10/8/2024 10:35 AM	County Administrative Office	Yes



MONO COUNTY HEALTH AND HUMAN SERVICES

Public Health Division

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

DATE: October 15, 2024

TO: Mono County Board of Supervisors

FROM: Kathryn Peterson, Director of Health and Human Services

SUBJECT: Health Net, LLC Population Health Management Program Grant Agreement

The Public Health Division of Mono County Health and Human Services is actively engaged in completing a new Community Health Assessment (CHA) and Improvement Plan. Quantitative and qualitative data will be analyzed to identify community health needs focus areas. As part of the data collection phase process, incentives, including food and gift cards, were provided to local community attendees who participated in listening sessions, as well as meal incentives for ad-hoc in-person CHA-related meetings, events, and activities. Health Net, LLC has approved a Population Health Management Program grant in the amount of \$2,492.00 to Mono County for the period of October 30, 2023 through June 30, 2025 to provide funds for the food and incentives. The purpose of this proposed Board of Supervisors action item is to seek approval for the Grant Letter and Agreement with Health Net, LLC, and acceptance of associated grant funds.



August 23, 2024

Kathryn Peterson
Health and Human Services Director
Divisions of Public Health & Social Services
Public Guardian/Administrator
PO Box 476
Bridgeport CA 93517

Dear Kathryn Peterson,

Health Net, LLC ("Health Net"), sometimes referred to as the "Health Plan" is pleased to inform you that it has approved a Population Health Management (PHM) Program grant in the amount of \$2,492.00 to **Mono County Health and Human Services**, ("Grantee") on the terms and conditions of this Grant Letter and Agreement ("Agreement").

This Agreement is made and entered into effective **October 30th, 2023** ("**Effective Date**"), by and between the Health Plan and **Mono County Health and Human Services** ("**Grantee**") for the PHM Program.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **Tax Exemption Status.** If Grantee is exempt from state and/or federal taxation, Grantee will provide The Health Plan proof of such exemption upon The Health Plan's written request. If the Grant is a taxable event for Grantee, Grantee agrees to pay all taxes associated with the Grant and Grantee will indemnify the Health Plan against any such taxes.

2. **Purpose of Grant.** Grantee agrees to use the entire Grant exclusively to support the specific goals, objectives, activities, and outcomes stated in Exhibit A. Grantee may not use any part of the Grant, including any interest earned thereon, for any other purpose without the prior written approval of the Health Plan. In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.

3. **Term of Grant.** The grant period is from **October 30, 2023**, through **June 30, 2025** (the "Project"). Grantee shall fulfill all outlined grantee activities/deliverables/outcomes on or before the end of the grant period.



4. **Return of Grant Funds.** The Health Plan reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions: (i) if the Health Plan, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement; (ii) if Grantee loses its status as an eligible Grantee under Paragraph 1 above; (iii) if Grantee fails to complete and/or achieve the specified grantee activities/deliverables/outcomes outlined in Exhibit A; or (iv) such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to the Health Plan or to this Grant.

5. **Reports, Records, Audits and Site Visits.** Grantee shall submit a final written report to the Health Plan in accordance with the due dates stated on the Grant Summary in Exhibit A. The Health Plan is authorized to conduct audits, including on-site audits, at any time during the term of this Grant and within four years after completion of the Project. Grantee shall allow the Health Plan and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as the Health Plan deems necessary or appropriate concerning this Grant. Grantee shall maintain accounting records sufficient to identify the Grant and to whom and for what purpose such funds are expended for at least four (4) years after the Grant has been expended.

6. **Representations.** Grantee acknowledges, represents, and agrees (i) that it acts completely independently of the Health Plan and is solely responsible for any and all activities of Grantee including without limitation those activities that are supported by the Grant, and (ii), to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Health Plan, its affiliates, officers, directors, trustees, employees and agents from and against any and all claims, liabilities, losses, taxes and expenses (including reasonable attorneys' fees) arising from, or in connection with, the Project and any act or omission of Grantee, its employees, or agents, in applying for, accepting, receiving and expending the Grant.

7. **Independence of the Parties.** Neither the Grant nor this Agreement shall be deemed to create any relationship of agency, partnership or joint venture between the parties, and Grantee shall make no such representation to anyone. If any portion of this Agreement is found to be illegal or invalid, it shall not invalidate the remaining portions of the document, provided the essential purposes for which each party has entered into this Agreement can still be achieved.

8. **Equal Employment Opportunity.** Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion,



sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the CFR.

9. **Immigration Act Requirements.** Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services related to the program described in the Evaluation Plan.

10. **Entire Agreement.** This Agreement shall supersede any prior and contemporaneous oral and written understandings or communications between the parties, and it constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be delegated, assigned, amended, or modified except upon the written consent of both parties hereto.

Sincerely,

A handwritten signature in black ink, appearing to read "Dorothy M. Seleski", written over a light gray grid background.

Dorothy M. Seleski
Senior Vice President, Medi-Cal Product
Performance
Health Net

Agreed to: **Mono County Health and Human Services**

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT A
POPULATION HEALTH MANAGEMENT (PHM) PROGRAM FUNDING SUMMARY

GRANT NUMBER: 11-10-01	DATE AUTHORIZED: 8/23/2024
ORGANIZATION NAME: Mono County Health and Human Services	AMOUNT: \$2,492.00
GRANT PERIOD: October 1, 2023– June 30, 2025	
PROJECT CONTACT, TITLE: Kathy Peterson, Mono County Health and Human Services Director	
TELEPHONE: 760-924-1763	EMAIL: kpeterson@mono.ca.gov
COUNTY: Mono	
HEALTH PLAN GRANT CONTACT: Director, Medi-Cal Regional Lead EMAIL: vernell.shawiii@healthnet.com	
<u>PHM PROGRAM GRANT PURPOSE:</u> The Population Health Management (PHM) Program is designed to ensure that all members have access to a comprehensive set of services based on their needs and preferences across the continuum of care, which leads to longer, healthier, and happier lives, improved outcomes, and health equity. Specifically, the PHM Program intends to: <ul style="list-style-type: none">• Build trust with and meaningfully engage members;• Gather, share, and assess timely and accurate data to identify efficient and effective opportunities for intervention through processes such as data-driven risk stratification, predictive analytics, identification of gaps in care, and standardized assessment processes;• Address upstream drivers of health through integration with public health and social services;• Support all members in staying healthy;• Provide care management services for members at higher risk of poor outcomes;• Provide transitional care services (TCS) for members transferring from one setting or level of care to another;• Reduce health disparities; and• Identify and mitigates Social Drivers of Health (SDOH)	
<u>DESCRIPTION OF GRANT/INVESTMENT:</u> The allocated funds are designated for various purposes including Community Health Assessment, equitable data collection, survey promotion, data sharing, administrative support, consultant fees, community engagement, and implementation strategies. SMART Goal: From January 2024-December 2025, Managed Care Plans will collaborate with Mono County in targeting 331 members (children 0-18 years of age) to promote the completion of well care visits for medical and dental. Our goal will focus on preventative care such as immunizations, physicals, oral health assessments and fluoride treatment.	



ALIGNMENT WITH DHCS' BOLD GOALS:

The grant objective aligns with the following DHCS' Bold Goals (as described in DHCS' Comprehensive Quality Strategy):

- ☒ Close racial/ethnic disparities in well-child visits and immunizations by 50 percent
- ☐ Close maternity care disparity for Black and Native American persons by 50 percent
- ☐ Improve maternal and adolescent depression screening by 50 percent
- ☐ Improve follow-up for mental health and substance use disorder by 50 percent
- ☐ Ensure all health plans exceed the 50th percentile for all children's preventive care measures

GRANT AMOUNT BREAKDOWN & DISBURSEMENT OF FUNDING

The following table includes a breakdown of grant funding by PHM Program activity:

PHM Program Activity	Funding Amount	DHCS Bold Goal Impacted
Community engagement <ul style="list-style-type: none"> Mono County LHD will provide incentive/gift cards to attendees from the local community who participate in our Community Health Assessment (CHA) Listening sessions. We believe the incentives will bolster community engagement and participation. Mono County LHD will provide food and refreshments during Community Health Assessment (CHA) Listening sessions and CHA prioritization sessions, as well as funding meals for other ad-hoc in-person CHA-related meetings, events, and activities. Mono County will host Community Flu Clinic event to improve community awareness of flu prevention and other preventive health measures. 	\$2,492.00	Close racial/ethnic disparities in well-child visits and immunizations by 50 percent

The Health Plan will disburse the grant award in one (1) installment.

To be eligible for funding, Grantee must submit one (1) copy of Grantee's W-9 form and such other documentation reasonably requested by the Health Plan.

The Health Plan will make payment in the amount of \$2,492.00, **100% of the grant award** within approximately ninety (90) calendar days of the receipt of Grantee's completed Agreement.



The Health Plan shall have no obligation to provide any additional funding or grant support to Grantee under this Agreement or for any other purpose. Grantee shall refrain from using any portion of the Grant for costs not approved under this Agreement, including, but not limited to, the following:

- Capital campaigns;
- Endowments;
- Annual drives or fundraisers;
- Operating deficit or debt retirement;
- Services or costs previously funded by the Health Plan other duplicative funding source; or
- Direct services billable to the Health Plan, and/or other miscellaneous lines items.

GRANTEE ACTIVITIES/DELIVERABLES/OUTCOMES & REPORTING:

Grantee is agreeing to work in partnership with the Health Plan on achieving/impacting the DHCS Bold Goal(s) identified above.

During the **PHM Period (October 2023– June 2025)**, with final reporting due to the Health Plan by June 30th, 2025, Grantee will do the following:

PHM Program Activity	GRANTEE ACTIVITIES/DELIVERABLES/OUTCOMES
<p>Mono County Divisions of Public Health & Social Services will coordinating efforts on the following activities:</p> <ul style="list-style-type: none"> ▪ Mono County LHD will provide incentive/gift cards to attendees from the local community who participate in our Community Health Assessment (CHA) Listening sessions. We believe the incentives will bolster community engagement and participation. ▪ Mono County LHD will provide food and refreshments during Community Health Assessment (CHA) Listening sessions and CHA prioritization sessions, as well as funding meals for other ad-hoc in-person CHA-related meetings, events, and activities. ▪ Mono County will host Community Flu Clinic event to improve community awareness of flu prevention and other preventive health measures. 	<ol style="list-style-type: none"> 1. Continued collaboration and engagement with Health Net and Anthem. 2. Invite MCPs to attend, participate and listen-in during CHA Listening sessions and participate on the CHA/CHIP advisory committee. 3. Complete CHA Listening sessions. 4. Provide incentive/gift cards and meals for in-person CHA Listening sessions (gift cards and meals will be used to incentivize residents to engage and participate). benchmark 50th percentiles. 5. By October 15th 2024, launch flu clinic event in Mono County. 6. Identify and refer flue clinic attendees with unmet healthcare needs to appropriate services, as needed.



The Health Plan may request additional reporting during the Grant Period and up to one (1) year after the expiration or termination of this Agreement.

The Health Plan may change the reporting due date based on changes or communications from DHCS' submission timeframe. The report will document progress and provide data in accordance with the progress report template provided by the Health Plan and include any other requirements imposed by DHCS. The reporting obligations of this Article shall survive any expiration or termination of this Agreement.

RECOGNITION:

Grantee agrees to place the Health Net logo, name, etc. on all related materials for the Grantee's Project as a sponsor and/or funder for this program. The Health Plan will work with the Grantee to determine which logo shall be used. In addition, Health Net will be acknowledged on the Grantee's website, media related materials and digital tools as a funding partner where appropriate as well as in relation to this program. If applicable, Health Net as specified, will be listed as a Grantee funder at the appropriate level including but not limited to a donor wall, annual reports, newsletters, etc. Grantee agrees to submit to the Health Plan for review on the use of the logo and/or name on all materials in advance.

For the avoidance of doubt, in the event the Health Plan changes its name or logo in the future, all displays of such by Grantee shall use the then-current versions.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

 Print

MEETING DATE October 15, 2024

Departments: Health and Human Services

TIME REQUIRED

SUBJECT Agreement with Smile Dental
Services, Inc for Mobile Dental Van
Services

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Smile Dental Services, Inc. is proposing to provide dental services through an on-site Mobile Dental van in northern Mono County for two days during the month of October 2024. The service is arranged for through Health Net, LLC, one of two MediCal Managed Care Plans serving Mono County. The target populations are children and adults who have barriers to accessing dental services. Mono County Public Health will facilitate this event.

RECOMMENDED ACTION:

Authorize the Health and Human Services Director to sign an Agreement with Smile Dental Services, Inc. for the provision of Mobile Dental van services to occur in Mono County.

FISCAL IMPACT:

Staff time is required to coordinate with the dental van for provision of services, but no additional county funds are required to sponsor the service.

CONTACT NAME: Kathryn Peterson

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

SEND COPIES TO:

K. Peterson; S. Butters; M. Neer

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> staff report
<input type="checkbox"/> Attachment A
<input type="checkbox"/> Attachment B

History

Time	Who	Approval
10/8/2024 10:03 AM	County Counsel	Yes
10/9/2024 11:09 AM	Finance	Yes
10/9/2024 11:16 AM	County Administrative Office	Yes



MONO COUNTY HEALTH AND HUMAN SERVICES

Public Health Division

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

DATE: October 15, 2024

TO: Mono County Board of Supervisors

FROM: Kathryn Peterson, Director of Health and Human Services

SUBJECT: **Smile Dental Services, Inc** – Mobile Dental Van Service

The Health and Human Services Department, Public Health Division, wishes to support a visit by the Smile Dental Services Mobile Dental Van in October, currently set for the dates of October 28 and 30, 2024 in northern Mono County. Smile Dental Services successfully provided dental van services last year. The following dental services will once again be available: exams; x-rays; cleanings; sealants; restorative services; and simple extractions.

The target group are children through adults who have a difficult time accessing services due to a variety of barriers. Smile Dental Services will schedule appointments directly on a first come, first served basis. Mono County HHS will help coordinate the service for residents but no additional funds from the county are required to support the service.

The purpose of this agenda item is to request authorization for the Health and Human Services Director to sign an Agreement with Smile Dental Services, Inc. for the proposed services to occur in Mono County. If you have any questions, please contact me or Margee Neer, RN, with the Public Health Division, 760/924-1830.

**AGREEMENT BETWEEN COUNTY OF MONO
AND SMILE DENTAL SERVICES, INC
FOR THE PROVISION OF MOBILE DENTAL SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the services of SMILE DENTAL SERVICES, INC of Las Vegas, NV (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

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

2. TERM

The term of this Agreement shall be from October 16, 2024, to November 15, 2024, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

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

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

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

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

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

8. INSURANCE

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

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

☒ Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

☒ Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

☒ Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

☐ Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

☒ Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

☐ Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

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

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (5) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense

costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

- (7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (10) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. STATUS OF CONTRACTOR

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

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

10. DEFENSE AND INDEMNIFICATION

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

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

11. RECORDS AND AUDIT

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

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

12. NONDISCRIMINATION

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

13. TERMINATION

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

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

14. ASSIGNMENT

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

15. DEFAULT

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

16. WAIVER OF DEFAULT

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

17. CONFIDENTIALITY

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

18. CONFLICTS

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

19. POST-AGREEMENT COVENANT

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

20. SEVERABILITY

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

21. FUNDING LIMITATION

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

22. AMENDMENT

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

23. NOTICE

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

County of Mono:

KATHRYN PETERSON
DIRECTOR OF HEALTH AND HUMAN SERVICES
PO BOX 2969
MAMMOTH LAKES, CA 93546
PHONE: 760-924-1763

Contractor:

SMILE DENTAL SERVICES, INC
ATTN: JOSEPH CANAS
6375 SOUTH PESCOS ROAD
SUITE 119
LAS VEGAS, NV 89120

24. COUNTERPARTS

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

instrument. For purposes of the agreement a photocopy, facsimile, .pdf, and electronically scanned signatures, including but not limited Docusign or similar service, shall be deemed as valid and as enforceable as an original.

25. ENTIRE AGREEMENT

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

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

COUNTY OF MONO

By: _____

Title: _____

Dated: _____

CONTRACTOR

By:  _____

Title: VP of Operation

Dated: October 2, 2024

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND SMILE DENTAL SERVICES
FOR THE PROVISION OF MOBILE DENTAL SERVICES**

TERM:

FROM: OCTOBER 16, 2024 TO: NOVEMBER 15, 2024

SCOPE OF WORK:

SMILE DENTAL SERVICES WILL PROVIDE DENTAL SERVICES IN ITS MOBILE DENTAL OPERATORY FOR SPECIFIED ENROLLEES ON THE TWO DAYS OF OCTOBER 28 & 30, 2024. AS SMILE DENTAL SERVICES HAS A CONTRACT WITH HEALTH NET COMMUNITY SOLUTIONS, INC., MONO COUNTY WILL NOT BE RESPONSIBLE FOR ANY FEES FOR THE SERVICES PROVIDED BY THE MOBILE DENTAL OPERATORY DURING THE TWO DAYS NOTED ABOVE.

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND SMILE DENTAL SERVICES FOR
THE PROVISION OF MOBILE DENTAL SERVICES**

TERM:

FROM: OCTOBER 16, 2024 TO: NOVEMBER 15, 2024

SCHEDULE OF FEES:

SEE ATTACHMENT A – NO FEES.

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

**AGREEMENT BETWEEN COUNTY OF MONO
AND SMILE DENTAL SERVICES, INC
FOR THE PROVISION OF MOBILE DENTAL SERVICES**

HIPAA BUSINESS ASSOCIATE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **Permitted Uses and Disclosures.**

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

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

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

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

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

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

6. Appropriate Safeguards.

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

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

7. Reporting Unauthorized Uses and Disclosures.

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

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

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

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

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

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

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

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

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

9. Indemnification.

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

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

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

10. Individuals' Rights.

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

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

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

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

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

11. Obligations of Covered Entity.

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

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

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

12. Agents and Subcontractors of Business Associate.

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

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

13. Audit, Inspection, and Enforcement.

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

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

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

15. **Term and Termination.**

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

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

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

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

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

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

18. **Notices.**

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

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

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

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

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

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

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

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

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

HIPAA BUSINESS ASSOCIATE PROVISIONS

Attachment A to Attachment 8

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

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 15, 2024

Departments: County Administrative Office

TIME REQUIRED

SUBJECT Update to Mono County Policies and
Procedures Manual - Policy A-13
Mono County Injury and Illness
Prevention Plan; Policy A-12 Mono
County Emergency Action Plan;
Policy C-8 Mono County Reasonable
Accommodation Policy

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Staff update on new sections added to the Mono County Policies and Procedures Manual: Policy A-13 Mono County Injury and Illness Prevention Plan; Policy A-12 Mono County Emergency Action Plan; Policy C-8 Mono County Reasonable Accommodation Policy.

RECOMMENDED ACTION:

Receive updated sections added to the Mono County Policies and Procedures Manual that were adopted administratively.

FISCAL IMPACT:

None.

CONTACT NAME: Sandra Moberly

PHONE/EMAIL: 760-932-5415 / smoberly@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> A-13 - IIPP and WVPP
<input type="checkbox"/> A-12 - Emergency Action Plan
<input type="checkbox"/> C-8 - Reasonable Accommodation Policy

History

Time	Who	Approval
10/10/2024 8:39 AM	County Counsel	Yes
10/8/2024 10:34 AM	Finance	Yes
10/10/2024 9:16 AM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

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Kathryn Peterson

INFORMATION

TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

Date: October 15, 2024

To: Board of Supervisors

From: Sandra Moberly, County Administrative Officer

Christine Bouchard, Assistant CAO and Interim HR Director

Jay Sloane, Risk Manager

Re: Update to Mono County Policies and Procedures Manual - Policy A-13 Mono County Injury and Illness Prevention Plan; Policy A-12 Mono County Emergency Action Plan; Policy C-8 Mono County Reasonable Accommodation Policy

Strategic Plan Focus Area(s) Met

☐ A Thriving Economy ☐ Safe and Healthy Communities ☒ Mandated Function

☐ Sustainable Public Lands ☒ Workforce & Operational Excellence

Discussion

In August of 2023, the Board of Supervisors adopted the **Mono County Policies and Procedures Manual**. The Manual includes 50 separate policies and procedures – covering topics from travel and training to real estate acquisition and animals in the workplace. It has been published on the County's Intranet site, creating the first ever comprehensive and accessible guide to County operations for employee use.

As was explained at the time the Manual was adopted, the Manual will be a continually evolving resource -- with new policies and procedures added, or revisions to existing policies and procedures made, from time-to-time.

Because the Board of Supervisors sets policy for the County, but staff (typically the County Administrative Officer) determines procedure (i.e., how Board established policy should be implemented) – some updates to the Manual will require Board approval while others, involving only procedures, can be made at a staff level.

Recently, staff drafted two updates to existing policies and one new item for the Manual: an update to the Mono County Injury and Illness Prevention Plan, which includes a Cal/OSHA required Workplace Violence Prevention Plan, an update to the Mono County Emergency Action Plan, and the recently drafted Reasonable Accommodation Policy. All are procedural in nature and can be issued by the CAO. Staff is providing copies of

these documents in order to keep the Board apprised of policies/plans that are adopted administratively.

The updated Injury and Illness Prevention Plan is a plan required by Cal/OSHA that every employer must establish and maintain. The components of the IIPP include responsibility for safety, safety communication, hazard identification and correction, accident investigation, safety compliance, safety training, reporting procedures, and record keeping. This plan has been updated to increase the clarity of the plan, and to include the newly required Workplace Violence Prevention Plan. The WVPP included similar components to the IIPP, such as responsibility for the plan, employee active involvement in the plan, coordination with other employers at multiemployer worksites, reporting procedures, prevention compliance, emergency response procedures, training, and hazard identification and evaluation.

The updated Emergency Action Plan serves as a supplement to the IIPP to establish procedures and information necessary to ensure that employees of the County are knowledgeable in the event of an emergency and to ensure their own safety and the safety of others. It includes revisions that address first amendment auditors, requests to leave premise, active shooters, bomb threats, and updated facility maps.

The Reasonable Accommodation Policy establishes a procedures for departments to follow so that the County consistently implements the appropriate reasonable accommodation practices for employees with work restrictions or otherwise qualify for reasonable accommodations. It addresses the interactive process, reasonable accommodation categories, procedures for an accommodation requestion, verification requirements, accommodation preference order, compensation while on a reasonable accommodation, medical release for employment, pregnancy, domestic violence, and religious practices.

Attachments

1. Policy A-13 Mono County Injury and Illness Prevention Plan
2. Policy A-12 Mono County Emergency Action Plan
3. Policy C-8 Mono County Reasonable Accommodation Policy

MONO COUNTY

INJURY AND ILLNESS PREVENTION PROGRAM (IIPP) AND WORKPLACE VIOLENCE PREVENTION PLAN (WVPP)

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SAFETY POLICY MISSION STATEMENT

It is the policy of the County of Mono to provide a workplace environment free from recognized hazards and with the safest working conditions as practical and possible. It is the County's desire to provide a safe work environment, compliance with all federal, state and local safety regulations, and an atmosphere that promotes the health and safety of all employees.

The Board of Supervisors has adopted this County Safety Program that will be implemented, followed, and maintained by all employees. This Safety Program outlines the intention of the Board of Supervisors to provide all reasonable safeguards for employee health and safety. The health and safety of all employees, and the success of the County Safety Program, depends on the vigilant effort of each elected official, department head, and employee. It shall be the responsibility of each elected official and department head to direct and ensure that employees perform their assigned tasks in a safe working manner, report workplace incidents and hazards according to this policy, and to develop and encourage awareness in all employees of the importance of workplace safety and of a healthy work environment. Safety awareness, timely and accurate reporting, thorough training, supervision, and ongoing communication are key components of a successful Safety Program. By working together, the County can reach its goal of providing the safest and healthiest workplace and working conditions as practical and possible.

SECTION I **RESPONSIBILITY FOR SAFETY**

The safety and health of employees of the County of Mono is of primary importance. As such, the Mono County Board of Supervisors pledges to ensure diligent and conscientious elimination of unsafe and unhealthy conditions throughout all County facilities and expects equal diligence from all employees in the elimination of unsafe and unhealthy acts and conditions.

Success in all safety and health matters depends upon cooperation among the Board of Supervisors, elected officials, department heads, employees, and between each employee and their fellow workers. Only through such cooperation can this County's Safety Program work to the highest benefit of the County and each employee.

1. RESPONSIBILITIES

A. The Board of Supervisors shall:

1. Require a safe and healthy workplace for all county employees
2. Develop, adopt, and implement an effective Injury and Illness Prevention Program (IIPP).
3. Require and expect full compliance with all safety and health laws, rules, and regulations from every Mono County employee.

B. The Mono County Risk Manager shall:

1. Ensure a safe and healthy workplace for all county employees, by making recommendations to the CAO, department heads, and department safety representatives.

2. Be responsible for the development and implementation of an effective IIPP and WVPP for Mono County and communicate changes in the IIPP to department heads and department safety representatives.
3. Establish and support a Countywide Safety Committee ("Safety Committee") comprised of department safety representatives.
4. Ensure that periodic safety and health inspections are performed to identify or eliminate unsafe and unhealthful working conditions and/or practices, including workplace violence prevention. This will be accomplished in collaboration with the Public Works Department, Trindel Insurance Fund, the Department Safety Representatives, and Department Supervisors, Managers and Department Heads.
5. Ensure prompt and thorough investigation of every accident, collaboration with Department Safety Representatives, and Department Supervisors, Managers and Department Heads to determine the cause and recommend the appropriate corrective action to prevent recurrence.
6. Monitor the effectiveness of the County's Safety Program, including the IIPP and WVPP and make recommendations for changes when appropriate.
7. Monitor each department's compliance with the IIPP, and report noncompliance to the Human Resources Director and CAO.
8. Conduct and participate in regular/quarterly Safety Committee meetings with the Department Safety Representatives.
9. Ensure, in collaboration with Human Resources, that orientation is provided to all new employees entering County service regarding the County's Injury and Illness Prevention Program and Workplace Violence Prevention Plan.
10. Ensure that employee and supervisory safety training is provided on an on-going basis as it relates to workplace safety, health, and workplace violence prevention.
11. Be responsible for ensuring proper and thorough documentation of all matters relating to safety, health, and workplace violence.
12. Keep updated files of all Department Safety Meeting Records, Countywide Safety Committee meetings, and incident reports.
13. Encourage employees to report workplace hazards, including workplace violence, to their supervisor, manager, department head, and risk manager without fear of reprisal using the County Incident Hazard Report Form.

D. Department Heads shall:

1. Ensure a safe and healthy workplace for all employees in their department.
2. Require, expect, and ensure compliance with the IIPP from all employees within their department.
3. Report all incidents and hazards relating to workplace safety, health, and workplace violence using the Incident/Hazard Report form.
4. Direct and oversee the development of general and specific safety guidelines for their department.
5. Require and ensure that all employees within their department know the location (County Intranet) and content of the IIPP, and that they understand and follow established safety guidelines.
6. Assign one person in their department to be the designated Department Safety Representative.

7. Ensure that the Department Safety Representatives participate in County Safety Committees Meetings and other safety related trainings and conferences, such as the Trindel Department Safety Representative Conference.
8. Actively participate and cooperate in department related safety investigations and corrective actions.
9. Develop, require, and encourage proper attitudes towards health and safety matters in themselves and all employees within their department.
10. Correct unsafe conditions and practices immediately upon becoming aware of such conditions and practices.
11. Provide and require proper, thorough and timely reporting and documentation of all matters relating to safety, health, and workplace violence using the Mono County Incident Hazard Report Form.
12. Actively contribute to the continued success of the County Safety Program by recommending appropriate changes.
13. Hold employees under their supervision accountable for safety, health, and workplace violence and take appropriate disciplinary action when necessary.
14. Ensure that all employees are properly trained to safely perform their assigned tasks.
15. Ensure that orientation is provided to all new employees entering County service regarding the County's Injury and Illness Prevention Program and general workplace safety in the event that Human Resources is unable to do so.
16. Require that employees report workplace incidents and hazards, including workplace violence, to their supervisor, manager, department head, and risk manager using the Mono County Incident Hazard Report Form.
17. Encourage employees to inform the County of workplace hazards without fear of reprisal.

E. Supervisors and Managers shall:

1. Ensure a safe and healthy workplace for employees.
2. Ensure that employees under their supervision receive appropriate safety orientation and training.
3. Report, using the Incident Hazard Report Form, all identified incidents and hazards, including workplace violence.
4. Ensure that employees under their supervision understand and follow established safety guidelines.
5. Ensure that safety inspections of their work areas are conducted regularly by both the supervisor and the department safety representative.
6. Ensure that materials and equipment are maintained in good condition.
7. Ensure that employees under their supervision are provided with necessary personal protective equipment and trained in its use.
8. Conduct investigations and require the completion of an Incident Hazard Report Form immediately upon notification of an accident, injury, near-miss incident, or workplace violence incident and notify the Risk Manager and their department head.
9. Respond to each report of an incident, hazard, or workplace violence within appropriate time frames and notify the Risk Manager.
10. Take appropriate action to abate hazards and to correct unsafe practices.

11. Require employees to report workplace hazards, including workplace violence, to their supervisor, manager, department head, and risk manager using the County Incident Hazard Report Form.
12. Encourage employees to inform the County of workplace hazards without fear of reprisal.

F. Non-Supervisory and Non-Managerial Employees shall:

1. Cooperate in all aspects of safety in the workplace, including compliance with all rules, regulations and the IIPP/WVPP.
2. Notify their department head in the event of an observed unsafe or unhealthy condition or practice, including workplace violence.
3. Report, and complete an Incident Hazard Report Form, to their supervisors all accidents, injuries, or near-miss incidents; and all hazardous conditions or unsafe practices, including workplace violence.
4. Be vigilant and aware of safe and healthy work practices and remind fellow employees about safe and healthy work practices, whenever appropriate.
5. Continuously and conscientiously perform their duties in a safe and healthful manner, using safe work practices at all times.
6. Participate in ongoing training sessions and other safe workplace programs.

G. Designated Department Safety Representatives shall:

1. Conduct monthly department safety meetings and forward the documentation to the Risk Manager.
2. Attend Safety Committee Meetings
3. Conduct regular department safety inspections and notify their supervisor and the Risk Manager of any hazards related to safety, health, and workplace violence prevention.

SECTION II

SAFETY COMMUNICATION PROGRAM

The County of Mono believes in active, ongoing communication of nonconfidential information between management and employees. The continued success of the County's Safety Program is only possible with active communication and reporting between staff, supervisors, and the Risk Manager. Although effective communication can take many forms, documentation of communication using the County Incident Hazard Report Form is crucial to maintaining a formal safety program. The County's communication system will include, but is not limited to:

1. ORIENTATION

All new employees will be trained during the Human Resources Onboarding Orientation on the County's written Injury and Illness Prevention Program, Incident Hazard Report Form, and Workplace Violence Prevention Plan. Employee orientation will be provided at the time of hire and will stress the importance of safety and reporting in the workplace. Orientation will be provided by Human Resources.

2. MEETINGS

A. Departmental Safety Meetings

1. Departmental safety meetings are to be held at least once each month. DOT departments will conduct safety meetings twice per month. These meetings will be in accordance with the Trindel Insurance Fund By-laws.
2. Departmental safety meetings may be held in conjunction with regularly scheduled staff meetings and should be properly documented. A copy of the minutes or notes and roster from the safety meeting shall be sent to the Risk Manager each month.
3. Departmental safety meetings shall provide an opportunity for all employees to talk about safety related topics, including workplace violence prevention, exchange ideas, and recommend potential solutions to potential or existing safety issues.

B. Countywide Safety Committee Meetings

1. The purpose of the Countywide Safety Committee ("Safety Committee") is to increase DSR effectiveness, create a culture of safety, and identify and resolve safety issues, including workplace violence. The Countywide Safety Committee for the County of Mono shall be comprised of the following:
 - a. Risk Manager.
 - b. Department Safety Representatives.
2. The Safety Committee shall meet not less than quarterly. Notice of Safety Committee meetings will be distributed to each department safety representative. The Safety Committee shall address the following topics:
 - a. Review of accidents and investigations, including workplace violence, with discussion and recommendation of solutions to prevent recurrences. Confidential information will not be disclosed at Safety Committee meetings.
 - b. Review results of periodic, scheduled worksite inspections.
 - c. Discussion and review of alleged hazardous conditions, including workplace violence, brought to the attention of any Safety Committee member. When determined necessary by the Safety Committee, the Safety Committee may conduct its own inspection and investigation to assist in remedial solutions.
 - d. Safety training needs with recommendations of how training can be designed and accomplished.
 - e. Review and discussion of employee safety suggestions, with recommendations to assist in the evaluation and implementation of the employee safety suggestions.
 - f. Review investigations of occupational accidents or hazards, including workplace violence, and causes of incidents resulting in occupational injury, illness, or exposure to hazardous substances, and where appropriate, submit suggestions to the county management for the prevention of future incidents.
 - g. Any other safety issues that have been brought to the attention of Safety Committee members.
 - h. If the County has been cited by Cal OSHA, the Safety Committee may, upon request from Cal OSHA, verify abatement action taken by the County.

3. Recommendations from the Safety Committee will be presented by the Risk Manager to the CAO and County Counsel for consideration and possible implementation, as appropriate. Documentation of the Safety Committee meetings shall be on file with the Risk Manager.

3. SAFETY COMMUNICATION (OTHER)

A. General Safety Communication

1. Safety Committee documentation will be provided to any employee requesting a copy.
2. Safety and health information may also be disseminated through emails and the Mono County Intranet.
3. Information about safety training and other safety-related information will be disseminated to all employees when applicable. Employees are encouraged to inform the Risk Manager or department head of any safety-related information that may be of interest to all employees.

4. DOCUMENT AVAILABILITY

- A. The Injury and Illness Prevention Program will be available to all employees as follows:

A digital copy will be on the Mono County intranet in the Policies and Procedures Manual, which will be accessible by computers in the Mono County network.

1. The master copy will be maintained in the Mono County Risk Manager's computer for maintenance and updates.
2. Departments will ensure that a hardcopy binder of the plan will be present in each work location where computer access is not readily available or used by county employees (e.g. County Road Shops etc.)

SECTION III

HAZARD IDENTIFICATION & CORRECTION

It is the County's policy to ensure that a safe workplace is maintained at all times. Formal periodic safety inspections, as described below, are a part of the County's effective accident prevention program and workplace violence prevention plan.

Each employee is required to report any incident (including workplace violence), hazard, unsafe or unhealthy condition in the workplace, and is encouraged to make suggestions to improve the safety of working conditions. No employee shall be retaliated against for reporting hazards or potential hazards, or for making suggestions related to safety.

1. HAZARD IDENTIFICATION

- A. Daily Work:** County employees will notice new hazards and ways to prevent workplace violence in the daily course and scope of their employment. All hazards, including workplace violence, shall be reported and documented on the Mono County Incident/Hazard Report Form (Attachment C). Employee safety must be ensured by properly abating the hazard through the County's investigation and corrective action process.

- B. Routine Inspections:** Routine inspections will be conducted within each department by department safety representatives, supervisors, and managers as appropriate to ensure that personal protective equipment, vehicles and heavy equipment are in safe operating condition, that the workplace is maintained and operated in a safe and healthful manner, that hazards related to workplace violence are identified, and that all employees are complying with safe work practices. Any noted deficiencies shall be brought to the immediate attention of the department head and the Risk Manager for corrective action using the Mono County Incident/Hazard Report Form as documentation.
- C. Semi-Annual Scheduled Inspections:** Scheduled inspections will be conducted twice a year to identify and evaluate workplace hazards and unsafe work practices. The inspections will be performed and documented by a competent county employee in the Facilities Division who is familiar with county facilities and safety principles. The documentation will be maintained by the Public Works Department and made available to the Risk Manager. The Public Works Director and Risk Manager are responsible for making recommendations for necessary corrective action to Department Heads and/or the CAO where deficiencies exist. The facilities inspections will occur around April and October of each year.
- D. Risk Manager Inspections:**
The Risk Manager will perform annual worksite inspections and assist each Department Safety Representative with their department inspections as requested.
- E. Annual Trindel Safety Inspections:**
A Trindel Safety Officer, the Road Superintendent, and the Facilities Superintendent will perform a safety inspection of the County Road and Facilities Shops on an annual basis.

2. HAZARD CORRECTION PROCEDURES

Workplace hazards, including hazards related to workplace violence, and unsafe/unhealthy work practices shall be corrected as soon as they are identified. The corrective action and target correction date will be determined by the department head, Risk Manager, and CAO based on the following criteria:

- A. Imminent Hazard:** Any hazard that presents an Imminent Danger to Life and/or Health “IDLH” to any employee or member of the public. Upon recognition of an imminent hazard:
 1. Discontinue all activities related to Imminent Hazard
 2. Evacuate vicinity of imminent hazard
 3. Immediately notify emergency response personnel if necessary by calling 911
 4. Immediately notify supervisor, department head, and Risk Manager.
 5. Employees needed to correct the imminent hazard shall be provided with all necessary safeguards included training and PPE (personal protective equipment)
 6. Imminent Hazards shall be corrected immediately or as soon as reasonably possible

B. Serious Hazard: Any hazard where there is a substantial probability that an employee or the public will suffer physical harm. Upon recognition of a serious hazard:

1. Discontinue all activities related to serious hazard
2. Vicinity shall remain "off limits" until corrected
3. Immediately notify supervisor, department head, and Risk Manager.
4. Serious hazards shall be corrected within three days, or as soon as reasonably possible

C. General Hazard: Any hazard which may affect the safety and health of employees or the public. Upon recognition of a general hazard:

1. All efforts shall be made to mitigate and minimize the general hazard until the condition has been corrected.
2. Notify supervisor, department head, and Risk Manager.
3. General hazards shall be corrected within fourteen days, or as soon as reasonably possible.

The appropriate department head with the staff and authority to correct the hazard will be responsible for ensuring that all hazards are corrected within the time frame indicated above. Departments will work directly with Public works as necessary. The Risk Manager shall be responsible for notifying other departments of hazardous conditions in collaboration with specific department heads and the Public Works Director as needed.

SECTION IV **INCIDENT/HAZARD INVESTIGATION**

Effective investigation of all incidents and hazards, including workplace violence, is an important part of the County's IIPP. The main objective in conducting an investigation is to identify the cause and make any changes necessary to mitigate the hazard or prevent the incident from happening again. Incident investigation is fact-finding, not faultfinding. The County's thorough incident/hazard investigation procedure includes:

- A. Receipt of Incident/Hazard Report
- B. Collecting the facts.
- C. Determining the sequence of events that resulted in the incident.
- D. Identifying action needed to address the hazard or prevent recurrence
- E. Providing follow-up to ensure that corrective action was taken.

1. ACCIDENT INVESTIGATION

- A. The first concern after a hazard is reported or an accident has occurred is for the safety, comfort and treatment of any injured worker(s). After the affected employee(s) have received medical treatment, investigation of the accident can be initiated.
- B. The department head and the Risk Manager shall work together to determine the extent of investigation needed (depending on the severity of the accident) and shall conduct the investigation promptly after the accident.
- C. Fact-finding should be thorough and objective and shall include:

1. A complete description of the accident, accurately documented on the Incident Hazard Report Form.
 2. A discussion with employee(s) and any witnesses to determine events leading up to the accident.
 3. The reason(s) the accident occurred or the cause of the unsafe or unhealthy condition.
 4. Photographs or video of the location of the accident, which should be provided as part of the Incident/Hazard Report whenever possible.
- D. A summary of the hazard, incident, and investigation shall be accurately documented using the **Mono County Incident/Hazard Report Form**. Additional pages are sometimes necessary to accompany the Incident/Hazard Report Form and investigation summary.
1. The summary shall also document preventative measures planned or taken to prevent recurrence. This should include measures to correct unsatisfactory conditions and/or safe work practices.
 2. All **Mono County Incident/Hazard Report Forms** must be sent and maintained in the Risk Manager's files. The Risk Manager and department head are responsible for monitoring remedial actions.
- F. Accidents and corresponding non-confidential investigations may be presented in summary at the Countywide Safety Committee meetings. All efforts should be taken to ensure confidentiality of employees and the public whenever possible.

SECTION V

SAFETY COMPLIANCE

- A. The employee's direct supervisor will communicate poor or unsatisfactory safety practices verbally, in writing, and in the employee's annual performance evaluation. Conversely, supervisors shall provide positive feedback to employees who report hazards and have safe work practices.
- B. It is the County's intent to ensure a safe work environment and safe work practices for all employees. Failure to observe the requirements of the County's Injury and Illness Prevention Program may result in disciplinary action up to and including termination.
- C. It is the department head's responsibility to ensure that their employees know, understand, and follow established safety guidelines described in this Safety Program.
- D. Depending on the severity of the safety violation, disciplinary action may include, but is not limited to: documented verbal warning; written warning; suspension without pay; demotion; and termination from employment.

SECTION VI

SAFETY TRAINING

A fundamental requirement for the development of an effective formal workplace health, safety, workplace violence prevention, and accident prevention program involves the training of new employees, ongoing training for all existing employees, and special training for those employees assigned to new job duties. The purpose of conducting safety training for employees is to teach them new or advanced skills that enable them to perform their tasks in a safe, efficient, and productive manner. The County shall provide training on general and job-specific safety practices and procedures with the goal of reducing or eliminating unsafe acts that could result in employee injury or illness.

1. GENERAL SAFETY TRAINING

1. When a program is first established.
2. To all new employees prior to job assignments.
3. To all employees prior to new job assignments for which training has not previously been received.
4. Whenever new substances, processes, procedures or equipment are introduced into the workplace and represent a new hazard.
5. Whenever the employer is made aware of a new or previously unrecognized workplace hazard.
6. For supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction may be exposed and how to communicate information about those hazards effectively.

2. JOB-SPECIFIC SAFETY TRAINING

This training shall be designed with the particular needs of each department in mind, and includes, but is not limited to:

1. Proper Equipment Use and Handling
2. Proper Use of Personal Protective Equipment
3. Specialized Operation Procedures

3. RETRAINING

Departments shall provide ongoing training as necessary to ensure a safe and healthy workplace. Guidelines for retraining shall be developed for each department by the department head with recommendations from the department's staff, Risk Manager, and Countywide Safety Committee. Every effort will be made to provide adequate training to employees. However, if an employee is ever in doubt about how to do a job safely, it is their duty to ask a qualified person for assistance.

SECTION VII **INJURY AND ILLNESS REPORTING PROCEDURES**

Despite an effective safety program and the safety awareness of employees in the performance of their job, accidents happen. The first concern is for the safety, comfort and treatment of any injured worker(s).

1. INJURY AND ILLNESS REPORTING

The following procedures must be followed any time an employee receives an injury or illness as a result of performing their normal work duties.

A. Notification and Reporting of Work-Related Injury and Illness

1. All employees are required to report injuries, even minor injuries, immediately to their supervisor and department head.
2. The employee and/or department management will complete the **Mono County Incident/Hazard Report Form** and once completed forward to the Risk Manager.
3. It is the responsibility of the Risk Manager to immediately notify Human Resources of employees who are off work due to illness or injury for purposes of Family and Medical Leave Act (FMLA) notice.

B. Formal Notification of Hazards, including Workplace Violence

Mono County Incident/Hazard Report Form

1. If a Hazard is identified the primary action is to ensure employee safety.
2. Employee or department head completes the **Mono County Incident/Hazard Report Form** and submits to the Risk Manager within 24-hours of incident, observation, or complaint. Emergency matters must be reported immediately after calling 911.
3. Even if the initial report is made verbally, Incident/Hazard Report Forms must be completed. Verbal reports along with this form are used to determine the action (imminent, serious, or general) and implement corrections or investigation, as appropriate.
4. Forms may be submitted anonymously to the Risk Manager.

SECTION VIII

RECORD KEEPING REQUIREMENTS & INSTRUCTIONS

Maintaining thorough records relating to implementation of the safety program is critical to ensuring successful monitoring, evaluation, and updating of the County's Injury and Illness Prevention Program.

A. Meeting and Training Records

A. Required Action:

1. Countywide Employee Training
 - a. Roster documenting employee attendance to be retained per the Mono County Records Retention Policy by the Risk Manager.
2. Departmental Employee Training
 - a. Maintain a copy of the completed form in departmental training files.
 - b. Send training record to the Risk Manager.
3. Safety Meeting Sign-In Sheets

- a. Department Safety Representative keeps copy of safety meeting sign-in sheets.
- b. Department Safety Representative scans and emails a copy to the Risk Manager to maintain per the Mono County Records Retention Policy.

C. Inspection Forms

A. Required Action:

1. Completed by competent facilities division employee as inspection is being performed.
2. Corrections are noted on the inspection checklist and are submitted to the Facilities Superintendent, Public Works Director, and Risk Manager when completed.
3. Facilities Division retains the inspection documentation per the Mono County records retention policy.

D. Mono County Incident/Hazard Report Form

A. Required Action:

1. Completed by departments and sent to the Risk Manager, who retains the report in their Incident/Hazard Report files per the Mono County Records Retention policy.

SECTION IX **MONO COUNTY WORKPLACE VIOLENCE PREVENTION PLAN**

As June 1, 2024, the County of Mono is required to have a Workplace Violence Prevention Plan that must be in effect at all times. The Mono County WVPP is included in the IIPP, due to their similar requirements and goals. Additionally, combining them provides for a cohesive and comprehensive safety program without creating additional policies, plans, and documents for employees and managers to navigate.

DEFINITIONS

Workplace violence - Any act of violence or threat of violence that occurs in a place of employment.

Workplace violence includes, but is not limited to, the following:

- The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
- An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.
- The following four workplace violence types:

Type 1 violence - Workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.

Type 2 violence - Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

Type 3 violence - Workplace violence against an employee by a present or former employee, supervisor, or manager.

Type 4 violence - Workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

Workplace violence does not include lawful acts of self-defense or defense of others.

Work practice controls - Procedures and rules which are used to effectively reduce workplace violence hazards

RESPONSIBILITY

The Risk Manager is responsible for developing and implementing the Mono County Workplace Violence Prevention Plan (WVPP). The CAO, Department Heads, and Elected Officials are responsible for directing county operations and employees under their authority as it pertains to the WVPP. For additional responsibilities, see Section I of this IIPP.

EMPLOYEE ACTIVE INVOLVEMENT

The County of Mono ensures that there is active involvement of all employees in developing and implementing the WVPP. The Risk Manager will work with the Department Safety Representatives at their Safety Committee meetings and Department Heads in department head meetings in developing and implementing the WVPP. Additionally, the Department Safety Representatives and Department Heads will discuss the WVPP with all the employees in their department during their safety meetings. This includes Incident-Hazard Reporting, corrective measures, and workplace violence prevention training.

Management, which includes the Risk Manager, Department Heads, and Elected Officials, will ensure that all workplace violence procedures within this plan are clearly communicated to all employees, and they will enforce the rules fairly and uniformly.

All employees will follow all workplace violence prevention directives, policies, and procedures, and assist in maintaining a safe work environment, especially by reporting instances of workplace violence immediately and accurately both verbally to any supervisor, manager, or Department Head and promptly in writing using the Mono County Incident Hazard Reporting Form.

The plan shall be in effect at all times and in all work areas and be specific to the hazards and corrective measures for each work area and operation.

COORDINATION WITH OTHER EMPLOYERS

The County of Mono will implement the following effective procedures to coordinate implementation of its plan with other employers to ensure that those employers and employees understand their respective roles, as provided in the plan.

- All Mono County employees will be trained in workplace violence prevention.
- Workplace violence incidents involving any employee are reported, investigated, and recorded.
- At a multiemployer worksite, Mono County will ensure that if its employees experience workplace violence incident that the County will record the information in a violent incident log and shall also provide a copy of that log, to the extent that confidential information is not shared, to the other employer as it pertains to the incident that effects the other employer.

Examples of work locations where the County may need to coordinate with other employers include: the Civic Center, the Bridgeport Courthouse, the Bridgeport MCOE building, the Twin Lakes Annex, the Lee Vining Community Center, the Walker Senior Center, and the Solid Waste Transfer Stations.

WORKPLACE VIOLENCE REPORTING PROCEDURES

If a workplace violence incident occurs, the first step is to insure one's personal safety and determine if law enforcement is needed by calling 9-1-1. All threats or acts of workplace violence must then be reported immediately to the employee's supervisor, Department Head, Risk Manager, and Human Resources Director. Although initial reports of workplace violence often occur over the phone or in person, a detailed and factually accurate written report must be completed as soon as practically possible using the Mono County Incident Hazard Report Form.

Mono County's personnel rules prohibit retaliation against an employee who makes such a report, and the County encourages employees to report workplace violence to their supervisor, manager, Department Head, and Risk Manager without fear of reprisal.

WORKPLACE VIOLENCE PREVENTION COMPLIANCE

- A. The employee's direct supervisor will communicate poor or unsatisfactory workplace violence prevention practices to the employee engaged in such behavior verbally, in writing, and in the employee's annual performance evaluation. Conversely, supervisors shall provide positive feedback to employees who report workplace violence and make efforts to prevent it in the workplace.
- B. It is the County's intent to ensure a work environment free from workplace violence for all employees. Failure to observe the requirements of the County's Workplace Violence Prevention Plan may result in disciplinary action up to and including termination.
- C. It is the Department Head's responsibility to ensure that their employees know, understand, and follow established workplace violence prevention guidelines described in this plan.
- D. Any complaints that a Department Head or other supervisor is not following the workplace violence prevention guidelines described in this plan shall be reported to the Risk Manager, Human Resources Director, and the County Administrative Officer.

EMERGENCY RESPONSE PROCEDURES

The County of Mono has in place the following specific measures to handle actual or potential workplace violence emergencies:

- Effective means to alert employees of the presence, location, and nature of workplace violence emergencies by using the county employee emergency alert system and/or email depending on the urgency of the incident.
- Each department has sheltering and evacuation plans in the event that employees need to lock down within the building or evacuate the building. The sheltering locations for each department are behind locked doors in the county workspaces.
- Employees should obtain help from their supervisor, manager, or Department Head when needed as it related to workplace violence. Employees can contact law enforcement by dialing 911. When in doubt, employees are encouraged to contact law enforcement as the County promotes a safe work environment. Employees may also contact the Risk Manager at 760-932-5405 and the HR Director 760-932-5413.
- The County's Anti-Violence in the Workplace Policy in the Mono County Personnel Rule 430 further specify the County's response procedures.

TRAINING AND INSTRUCTION

All employees, including managers and supervisors, will have training and instruction on workplace violence practices. These sessions could involve presentations by Trindel Insurance Fund, safety meeting discussions, and safety meeting practical exercises. Training and instruction will be provided as follows:

- When the WVPP is first established.
- An annual Trindel, or equivalent, workplace violence training to ensure all employees understand and comply with the plan.
- Whenever a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the plan. The additional training may be conducted at the department level and limited to addressing the new workplace violence hazard or changes to the plan.

The County of Mono provides its employees with training and instruction on the definitions found at the beginning of the WVPP plan and the items listed below:

- The County's WVPP, how to obtain a copy of the employer's plan on the county intranet policies and procedures manual, and how to participate in development, implementation, and improvement of the County's plan through each department's safety representative.
- How to report workplace violence incidents or concerns to the employer or law enforcement without fear of reprisal.
- The violent incident log and how to obtain copies of workplace violence logs pertaining to hazard identification, evaluation and correction, training records, and violent incident logs. Note: the County shall omit any element of personal identifying information sufficient to allow identification of any person involved in a violent incident, such as the

person's name, address, email address, phone number, SSN, or other information that, alone or in combination with other publicly available information, reveals the person's identity.

- Opportunities the County has for interactive questions and answers with a person knowledgeable about the County plan. This is accomplished by employees being encouraged to speak about the plan with their department safety representative, their supervisor, and/or the Risk Manager.
- Strategies to avoid/prevent workplace violence and physical harm, such as:
 - How to recognize workplace violence hazards including the risk factors associated with the four types of workplace violence.
 - Ways to defuse hostile or threatening situations.
- How to recognize alerts, alarms, or other warnings about emergency conditions and how to use identified escape routes or locations for sheltering.
- Employee routes of escape.
- Post-event trauma counseling for employees desiring such assistance through the County Employee Assistance Program (see the Human Resources County Intranet for more information).

WORKPLACE VIOLENCE HAZARD IDENTIFICATION AND EVALUATION

The following policies and procedure are established, and inspections are required to be conducted by the County to ensure that workplace violence hazards are identified and evaluated:

- Inspections shall be conducted when the plan is first established, after each workplace violence incident, and whenever the employer is made aware of a new or previously unrecognized hazard. Hazards shall be reported using the Incident Hazard Report form and therefore follow the standard practice of all safety reporting, which includes investigation and a corrective action determination.

PERIODIC INSPECTIONS

Periodic inspections of workplace violence hazards will identify unsafe conditions and work practices. This may require assessment for more than one type of workplace violence. Periodic Inspections shall be conducted as indicated by the IIPP Section III.

Inspections for workplace violence hazards may include assessing:

- The exterior and interior of the workplace for its attractiveness to workplace violence.
- The need for violence surveillance measures, such as mirrors and cameras.
- Procedures for employee response during a criminal act.

- Procedures for reporting suspicious persons or activities, such as calling 911, notifying their supervisor, and completing an Incident/Hazard Report Form.
- Building evacuation and lockdown areas.
- Presence of door locks, entry codes or badge readers, and physical barriers.
- Frequency and severity of threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
- Access to and freedom of movement within the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute.
- Frequency and severity of employees' reports of threats of physical or verbal abuse by managers, supervisors, or other employees.
- Any prior violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace.

WORKPLACE VIOLENCE HAZARD CORRECTION

Workplace violence hazards will be evaluated and corrected in a timely manner per the Injury and Illness Prevention Plan (see Section III). Post incident response and investigation will follow the IIPP section IV.

REVIEW AND REVISION OF THE WVPP

The County WVPP will be reviewed for effectiveness:

- At least annually.
- When a deficiency is reported, observed or becomes apparent.
- After a workplace violence incident.
- As needed.

Review and revision of the WVPP will include the procedures listed in the **Employee Active Involvement** section of this WVPP, as well as the following procedures to obtain the active involvement of employees and authorized employee representatives in reviewing the plan's effectiveness:

Review of the County's WVPP should include, but is not limited to:

- Review of incident investigations and the violent incident log.
- Assessment of the effectiveness of security systems, including door locks, cameras, and phones.
- Review that violence risks are being properly identified, evaluated, and corrected.

EMPLOYER REPORTING RESPONSIBILITIES

As required by California Code of Regulations (CCR), Title 8, Section 342(a). Reporting Work-Connected Fatalities and Serious Injuries, County will immediately report to Cal/OSHA any

serious injury or illness (as defined by CCR, Title 8, Section 330(h)), or death (including any due to Workplace Violence) of an employee occurring in a place of employment or in connection with any employment.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: Mono County Emergency Action Plan	Policy Number: A-12	Page Number: Page 1 of 15 Oct __, 2024
	Date Approved:	
	Revisions:	

POLICY

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1.0 PURPOSE

The purpose of the Emergency Action Plan is to serve as a supplement to Mono County's Injury and Illness Prevention Program (IIPP) and must be used in conjunction with the IIPP. The Emergency Action Plan establishes procedures and provides information which is necessary to ensure that employees of the County are knowledgeable in the event of an emergency and to ensure their own safety and the safety of others.

See California Code of Regulations, Title 8, Section 3220

2.0 INTRODUCTION

Emergencies, disasters, accidents and injuries can occur at any time usually without warning. Being prepared physically and mentally to handle emergencies is an individual as well as an organizational responsibility.

Mono County has established emergency procedures for employees to follow so that the effects of these emergencies can be minimized. Employee safety is of primary importance.

The goal of this EAP is to acquaint employees with an effective plan for handling possible emergencies and disasters. Once you are familiar with this information, you will be able to better protect yourself and others. You are encouraged to read this guide in its entirety to gain the knowledge to be able to act quickly in an emergency situation to minimize your exposure to danger. If you have questions or need further information, please contact your immediate supervisor or Risk Management.

The last page of this action plan is a Department Emergency Action Plan Form that must be filled out by the Department under the direction and supervision of the Department Head. This information is very important and is site specific to the department working environment. Departments are to use this form as a tool to be better prepared in the event of an emergency.

3.0 EMPLOYEE INJURY

3.1 Serious or Life-Threatening Injuries:

Dial 911

Use the following list of examples and your own experience to determine if a life-threatening emergency exists and when to call for help:

- Persistent or sudden chest pain;
- Difficulty breathing;
- Uncontrollable bleeding;
- Severe altered level of consciousness;
- Injuries involving trauma (falls, head injuries, burns, etc.).

Additional instructions:

- Keep person calm and comfortable as possible;
- Do not move the person unless absolutely necessary;
- Never give liquids to an unconscious person;
- Do not remove objects that are embedded in a person's skin.

3.2 Other Injuries/First Aid

Types of these injuries may include:

- Twisted ankle, wrist and/or back pain (e.g. musculoskeletal disorders);
- Minor cuts or abrasions that might require medical attention;
- Debris, dust and chemicals in eye (use eyewash first if available).

Employees should be escorted to the closest available care.

3.3 Reporting Responsibilities for Workplace Injuries/Illnesses:

Employees: It is the employees' responsibility to report an injury to your supervisor immediately.

Supervisors: It is the supervisors' responsibility to report the injury/illness immediately to Risk Management.

4.0 FIRE EMERGENCIES

If there is a fire, explosions, or smoke in a building, take the following steps:

- Remove anyone from immediate danger;
- Call 911 to report the fire;
- Proceed to the nearest exit in an orderly fashion;
- Close all doors (do not lock the doors);
- If smoke is present, stay close to the floor;
- Once outside, proceed to the designated assembly area as shown on Appendix A.
- An alternate assembly area may be required depending on wind direction or the magnitude of the fire hazard;
- Remain at the assembly area and await further direction from your supervisor;
- Attempt to account for all persons;
- Stay at the designated assembly area until the fire department or designated representative has given the “all clear” to re-enter the building or otherwise.

If you are trapped in a room:

- Put a wet towel, or other available material, at the base of the door to prevent smoke from entering the room;
- Call 911 and tell them your location;
- If possible, open the window for fresh air. Stay as close to the floor as possible since smoke rises;
- If possible, hang or wave a towel or other clothing outside the window to get attention.

If your clothing is on fire, **STOP, DROP and ROLL**.

In the event of a fire the County does not require employees to use a fire extinguisher. However, if you have received fire extinguisher training and are comfortable in extinguishing an incipient stage fire, you may attempt to extinguish the fire with a fire extinguisher if ALL of the follow conditions are met:

- Emergency responders and occupants have been notified;
- If the fire is small (waste basket size) and has not spread from its originating point;
- You have the correct type of extinguisher;
- Your exit is clear and you can extinguish the fire with your back to the exit door.

4.1 WEATHER EMERGENCIES

Mono County weather hazards include snow, ice, wind, floods, and avalanches.

Pre-Event Preparedness:

Follow the weather forecasts and inspect vehicles for adequate fuel, windshield wiper condition, tire condition, and tire chains. Plan work around the weather so that unnecessary driving does not occur in hazardous conditions if possible. Go over department communication plan, especially if hazardous work travel is needed.

Snowstorms:

Monitor current weather, road conditions, road closures, webcams, snowfall rates, avalanche warnings, and chain requirements. Avoid driving if unsafe conditions exist, if possible. If driving is necessary, remove all snow off all windows, mirrors, and the roof of the vehicle so that visibility is not restricted. Make sure all windows are defrosted prior to vehicle operation. Drive slowing and allow for extended break times and distances. Avoid steep hills, both up and down. Roads will be closed for avalanche risk as determined by Caltrans, County, ToML etc.

Flooding:

Monitor current flood areas and road conditions. Avoid driving on flooded roads and never drive through water more than 6 inches. A foot of water will float many vehicles and two feet of water will carry away most vehicles and SUV's.

5.0 BOMB THREAT

Take a bomb threat seriously, and report it immediately to 911 and then your immediate supervisor.

The authorities will determine what immediate actions are appropriate to take (up to and including a lock down or evacuation). During a lock down or evacuation, employees should take note of any suspicious items, and report them to law enforcement.

5.1 A written bomb threat or package:

- Do not handle the object any more than necessary;
- Do not disturb any powder or liquid coming from a suspicious package.
- Note the date, time, and location the document was found
- Do not operate a cell phone or two-way radio near the package.

5.2 A telephone bomb threat:

- Note the exact time of the call;
- Note the phone number of the caller;
- Attempt to write down the exact words of the caller;
- Try to ask clear and exact questions (type, time, place, etc.);
 - Where it is located?
 - What kind of bomb is it?
 - What does it look like?
 - When is the bomb set to explode?
 - How do you deactivate it?
- As soon as you get off the phone, call 911 and give all the information you obtained.
- Try to note the caller's voice (lisp, gender, jargon, etc.).

6.0 EARTHQUAKE

6.1 During the earthquake:

- Stay Calm;
- Cover and hold: Get under a table, desk, or in the door frame;
- Face away from the windows (or other glass);
- Cover your head;
- If outside, get to the nearest open space away from buildings or overhangs.

6.2 After the earthquake stops:

- Check for personal injuries;
- Evacuate the building if necessary, using the predetermined routes shown on Appendix A;
- Notify 911 of any injuries or immediate health hazards;
- Do not leave County facilities until you are sure that the surrounding areas are safe (e.g. streets, highways, bridges);
- If there is damage to the building, make sure the building has been checked by the fire department and/or a designated representative and deemed safe before re-entering the building.

7.0 WORKPLACE SAFETY

7.1 Emergency Procedures:

Violent Immediate Threat

- Quickly determine the most reasonable way to protect your own life
- Get out of the area and away from the immediate threat
- Get into a room and secure the door, if possible
- As a last resort, defend yourself
- Call 911

Violence Committed:

- Ensure your personal safety
- Call 911 immediately if a person commits an act of violence against you or another person.

Intimidating Situation:

- Call 911 if a person has communicated a direct or indirect threat of physical or mental harm against you in any form (e.g. oral or written, gestures, expressions).

Active Shooter:

If you hear shots fired or are alerted to an armed individual in the building. Take the following actions:

- Quickly determine the most reasonable way to protect your own life (Run-Hide-Fight)
- If you don't know where the shooter is located, and you are in or near an office, get into the room, lock the door, blockade the door with heavy furniture, silence your cell phone, hide low to floor and out of sight, and remain quiet
- If you know where the shooter is located and you can safely exit the building (i.e. run), do so and then call 911.
- If you can't get out safely, try to find a safe location to hide. Close and lock doors. Silence phones and remain quiet. Turn off lights. Hide under desks or behind furniture.
- If you have no other choice, defend yourself. When the shooter is at close range and you cannot flee, your chance of survival is much greater if you try to incapacitate the shooter. Act as aggressively as possible, throw items, improvise weapons, yell, and commit to your actions.
- Wait for direction from law enforcement.
- For further information, google the most updated Active Shooter booklet from the Department of Homeland Security

7.2 Non-Emergency Procedures:

Miscellaneous Non-emergency procedures:

If you are not in immediate physical danger, but you have information or concerns regarding workplace safety, contact your supervisor.

First Amendment Auditor procedures:

First Amendment auditors are usually individuals who make videos of their encounters with public employees and officials. Auditors typically enter public property while filming and ask questions to public employees/officials. The auditor is usually testing to see whether the employees will respect their First Amendment rights to enter and film in a public space, and they typically engage in behavior this is designed to provoke a reaction that could be viewed as a violation of the auditor's First Amendment rights. This can be an uncomfortable public employment experience, and it is important to act respectfully and with diplomacy. Often, the goal of the auditor is to provoke a reaction so the video of the reaction can be posted on the internet/social media. Below are some best practices in the event that you encounter a First Amendment Auditor:

Stay calm

Be patient and polite

Do not attempt to take the auditor's recording device, and do not record the auditor

Do not intimidate or initiate physical contact.

Let the auditor peacefully record as long as they do not commit a crime, disrupt the workplace, or try to enter into a restricted area.

If the auditor attempts to access a non-public part of the building, firmly and politely ask them to stop and explain that the area is not accessible to the public.

If the auditor becomes threatening, abusive, or disrupts ordinary business operations, call 911, following the "Request to Leave Premises Procedure" below.

Request to Leave Premises Procedures:

In the event person(s) are interfering with Mono County services by obstructing or intimidating County employees attempting to carry on business, or those persons there to transact business with the County, here are instructions on how to request that the person(s) leave the premises:

- 1) A supervisor, manager, or department head should request that the person leave the area where the obstruction or intimidation is occurring or, if necessary, to leave the building. This includes public spaces within county buildings where obstruction or intimidation is occurring (e.g., facility lobbies when open to the public).

- 2) If the individual does not leave, then the same supervisor, manager, or department head should call 911 and inform dispatch of the incident and that a request was made for the individual to leave the area or building.
- 3) The supervisor, manager, or department head should inform the responding, on scene, law enforcement officer of the details of 1) above.
- 4) Also note that in nonpublic County spaces (e.g. private offices, IT Server Rooms) or in limited access spaces (e.g. places where the public receives services or conducts business with the county but which are not open to the public generally), a supervisor, manager, or department head may ask someone to leave if the person is not receiving services or conducting business with the county. See 2) and 3) for further steps if the individual does not comply.

Please be calm, polite, and de-escalatory in all communications. Continue to report all incidents per county reporting standards.

8.0 UTILITIES FAILURE

Examples of utility failure that may occur are electrical outage, plumbing failure/flooding, natural gas leak, steam line break, ventilation problems and/or elevator failure.

Emergency

During or after hours: Call 911

Non-Emergency

During business hours: Immediately notify Facilities ext 5440

After hours: Notify Sheriff Dispatch at (760) 932-7549

If there is potential danger to you or other occupants:

- Call 911;
- In a situation where a building needs to be evacuated, please proceed to the building nearest assembly area shown on Appendix A;
- Assist disabled persons as needed;
- Do not use elevators;
- Stay at the designated assembly area until the fire department or designated representative has given the “all clear” to re-enter the building.

9.0 EVACUATION PROCEDURES

Evacuation of the building is **REQUIRED** when instructed to do so by your supervisor, law enforcement, or firefighting personnel.

Building Evacuation:

- Pre-determine the nearest exit to your work area and the route you will follow to get to the nearest assembly area as shown on Appendix A. Establish an alternate route in the event your first route is blocked or unsafe to use;
- Assist those needing assistance;
- In case of fire, do not use the elevator;
- Once outside, proceed to the nearest assembly area that is safe;
- Remain at the assembly area until otherwise instructed by the County or law enforcement;
- Account for all persons; After an evacuation, department supervisors are to account for all employees, clients, and customers to ensure that all employees and individuals have evacuated safely. Report any missing persons to the department head so that an appropriate response can be determined based upon the nature of the evacuation, up to and including a report to emergency services and law enforcement.
- Do not re-enter a building that you have been evacuated from until the fire department or designated representative has given the “all clear” to re-enter the building.

10.0 EVACUATION OF PERSONS WITH DISABILITIES

Assisting Persons with Disabilities

In cases of emergencies, individuals with mobility or sensory impairments (hearing or vision) may need assistance or guidance with evacuating a building. Do not use elevators if there is a fire or situation that could affect electricity/power.

To Assist Visually-Impaired Persons:

- Explain the nature of the emergency. Alarms or confusion may disorient a person, even when normally familiar with the area. Tell the person what needs to be done in order to evacuate;
- Guide the person with you. Allow the person to take your arm below the elbow and instruct them to follow you. Remember to move slowly and communicate clearly with the individual;
- Advise the individual of any hazards or obstacles in the path;
- When you have reached safety, advise the individual of their location and stay with them if necessary. Before leaving, make sure the individual does not need any further help.

To assist Hearing-Impaired Deaf/Hard of Hearing Persons:

- To get a person's attention, you can flash room lights, wave your arms, or tap on the person's shoulder;
- Gesture about what is happening and what to do (i.e. follow me, get down) or;
- Write on a board or paper the nature of the emergency or the evacuation route.

To Assist Mobility-Impaired Persons:

- First ask the individual if they have medical/health needs, advice, or requirements;
- Individuals using wheelchairs can be pushed or accompanied to safety. Do not use elevators. If needed, seek help to safely assist the person;
- If located in a building where stairs are to be used as the emergency exit for mobility-impaired persons, take that person to a safe area (i.e. stairwell landings, offices, or balconies), explain to them that you will go get help ASAP to evacuate them from the building. Do not put yourself in extra danger;
- Individuals using canes, crutches, or walkers should evacuate themselves except in the event that rapid evacuation is deemed essential;
- If in need of assistance, call 911. Do not attempt to transfer a person from a wheelchair unless absolutely necessary.

11.0 DEPARTMENT EMERGENCY ACTION PLAN FORM

Department/Area_____Ext._____

Supervisor_____

Building and Floor_____

Meeting Location_____

Other_____Ext._____

Other_____Ext._____

Other_____Ext._____

Building Specific
Information_____

Designated Assistants for Visually & Mobility-Impaired Persons:

Person 1:

Person 2:

Person 3:

In the event of an emergency dial: 9-911

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: REASONABLE ACCOMMODATION POLICY	Policy Number:	Page Number:
	C - 8	Page 1 of 10
	Date Approved:	

Revisions:

Purpose

The purpose of this Reasonable Accommodation Policy is to provide procedures to County Departments, in collaboration with the Human Resources Department, to consistently implement appropriate accommodation practices for employees who are injured, ill, or who otherwise qualify for reasonable accommodations under this policy. This policy applies to employees and applicants for employment, regardless of whether or not their injury or illness is work-related.

It is imperative to properly apply this policy, along with its procedures and guidelines associated with the process of evaluating and implementing reasonable accommodations. Supervisors and employees should communicate and monitor existing accommodations that have been implemented to ensure ongoing effectiveness. When circumstances change that impact an existing accommodation, the County and employee will engage in a continuous evaluation of any necessary adjustments to assure that the approved accommodation is implemented and consistently followed.

It is equally important to understand that reasonable accommodations vary and should be considered on a case-by-case basis. Departments should provide reasonable accommodation in a timely manner. If the department anticipates a delay in providing a particular reasonable accommodation, department staff shall immediately elevate the matter within their department for resolution and contact the Department of Human Resources for assistance.

A specific reasonable accommodation does not have to be provided when it causes an undue hardship, or if an alternative accommodation is more appropriate based upon the County's determination. If a department has determined that a particular accommodation, if implemented would result in an undue hardship, this decision shall not be final without the approval of County Counsel and the Director of Human Resources.

The Interactive Process

County departments must engage in a timely, good faith interactive process with an employee or job applicant to determine the most appropriate reasonable accommodation. The purpose of the interactive process is to explore reasonable accommodations for a known disability or work restriction that impacts performance of an essential job function. Under applicable California standards, a person with a "disability" has a right to an interactive process. "Disability" defined broadly as any physical or mental limitation of a major life activity, so the term "functional limitation" is often used to describe a

person with disability for whom a reasonable accommodation may be required.

The interactive process is an individualized assessment, based on the employee's particular functional limitations or work restrictions, the essential functions of the job they have or seek, and the business needs of the department/county at the time the decision is made. An approved accommodation does not create a "precedent" for any other employee or applicant. The reasonable accommodation would enable the individual with a disability or work restriction to perform the essential functions of the job, to be placed on temporary light duty within the department or any other department (if work restrictions are temporary), or to be permanently transferred to another position within the county (if work restrictions are permanent and the employee cannot perform the essential functions of their regular job, even with accommodations). However, in some cases the County may not be able to accommodate an employee, which can result in a termination of employment for medical reasons.

A disability or work restriction may be known through an employee request, or other available information such as a medical certification. In some situations, an objectively observed barrier to effective performance may be identified in the course of a performance evaluation, which may trigger the duty to engage in a separate interactive process to determine how an accommodation may allow the employee to perform at an acceptable level. **Work restrictions must be verified, in writing, by a physician or other healthcare provider as deemed acceptable by the Human Resources Director. If work restrictions are temporary, the doctor's note should provide a start and end date, to the extent it is medically ascertainable. If work restrictions are permanent, the doctor's note must indicate this fact. The County does not need, nor should it request, medical information, a diagnosis or prognosis, or the specifics of prescribed medications.** The department must consider all information provided but does not have to offer the exact accommodation requested so long as an effective reasonable accommodation is offered.

Reasonable Accommodation Categories

There are seven general categories of reasonable accommodations, which are accommodations: (1) to permit applicants with disabilities or work restrictions to be considered for jobs; (2) to enable employees with disabilities or work restrictions to perform the essential functions of a job; (3) to enable employees with temporary work restrictions to be assigned to temporary modified duty within their current department or within another department; (4) to enable employees with permanent work restrictions, which prevent the employee from performing an essential job function, to be reassigned to a vacant, budgeted position for which they are qualified, of equal or lesser status; (5) extended unpaid leave for a finite and reasonable period of time to allow the employee to recover and return to work with or without restrictions; (6) to address an employee who is a victim of domestic violence, sexual assault, or stalking; (7) to address a conflict between a religious belief or observance; and (8) to address a temporary pregnancy-related condition.

Procedure upon Receipt of Accommodation Request:

STEP 1: Review this Mono County Reasonable Accommodation Policy

STEP 2: Acknowledge Receipt of Request; Review medically verified written statements of functional limitations, work restrictions or other necessary verifications as applicable.

When an employer learns of an employee's disability or work restrictions, or an employee informs the employer of a connection between their medical condition and an inability to perform a job function due to the medical condition, this becomes the first notification of a potential need for reasonable accommodation. The employer now has an obligation to commence the Interactive Process within a reasonable period of time.

The County should obtain all pertinent information to determine the nature of the request, assess what is needed, and promptly acknowledge receipt of the request. **Work restrictions must be verified, in writing, by a physician or other healthcare provider as deemed acceptable by the Human Resources Director. If work restrictions are temporary, the doctor's note should provide a start and end date, to the extent it is medically ascertainable. If work restrictions are permanent, the doctor's note must indicate this fact. The County does not need, nor should it request, medical information, a diagnosis or prognosis, or the specifics of prescribed medications.**

STEP 3: Initiate the Interactive Process with the Employee.

Schedule to meet or speak with the employee at the soonest possible time. Request medical documentation of work restrictions if employee has not already provided it. Obtain the job description (or a job function analysis if one is prepared for a work-related injury) and note the essential job functions of the position. Contact the Human Resources Department, especially when the work restrictions and potential accommodations are complex.

The primary goal of an accommodation is for the employee to perform all the essential functions of their current position. Therefore, it is important to determine whether a duty typically performed by the employee is an essential or non-essential function. When evaluating whether a duty is an **essential or non-essential function of the job**, consider whether or not:

- The functions of the job are required to be performed by all persons in the position.
- The position exists to perform the function.
- The position would be fundamentally altered if the function(s) were eliminated.
- The functions to be performed in the position are provided in the class specification and job bulletin for the position.

This step is described in greater detail below under the heading "Interactive Process Meeting".

STEP 4: After the Interactive Process Meeting, determine with assistance from the Department of Human Resources if needed, whether the department is able to accommodate the employee, Choose and implement effective options promptly. Explore alternative placement options when appropriate. Document each step of the process. A specific reasonable accommodation does not have to be provided when it causes an undue hardship, or if an alternative accommodation is more appropriate based upon the County's determination. If a department has determined that a particular accommodation, if

implemented would result in an undue hardship, this decision shall not be final without the approval of County Counsel and the Director of Human Resources.

A reasonable accommodation may be a modification or adjustment in the way an essential function is performed, modification or use of assistive devices or equipment, a modified schedule, or other approaches to facilitate the employee's ability to perform essential job functions, or if the employee needs more time to recover sufficient to return to work, with or without accommodations, an extended leave for a finite and reasonable period of time.

Reasonable accommodation does not require the employer to permanently remove essential job functions, lower performance standards, or violate a uniformly administered conduct rule that is job related and consistent with business necessity. When considering extended unpaid leave, an indefinite period is not a reasonable accommodation. If recovery is anticipated within a finite, but lengthy time period, it may be determined to create an undue burden, which requires approval of County Counsel and the HR Director.

If the accommodation issue cannot be easily and quickly resolved, it is recommended that another meeting with the employee be scheduled promptly to ensure there is a clear understanding of the request for accommodation as it relates to the essential job functions of the position. Providing a modified temporary assignment, within the department or another department, may be necessary while determining the most appropriate final outcome.

If the requested accommodation would impose significant difficulty or expense, the County, pending approval from County Counsel and the Human Resources Director, may deny the request on the basis of "Undue Hardship." Additionally, the County may deny an accommodation where it would pose a direct threat to the safety of the employee or others. Direct threat of safety risks must be based on objectively identifiable impacts on the employee's ability to perform the essential functions safely and capably with the accommodation, if it is implemented.

STEP 5: Document Actions Performed During Every Step and Monitor Results.

The employee's supervisor must monitor and follow up with the employee and maintain dialogue with them once an accommodation has been implemented. If the accommodation proves ineffective for either the department or employee, the ongoing interactive process continues until an appropriate course of action has been determined.

The burden is always on the employer to demonstrate it conducted a timely, good faith interactive process, objectively evaluated the requested accommodation, and completed the accommodation process within the framework of the law and County policy. Therefore, at every step, the department must document all efforts to engage in a good faith Interactive Process.

Medical Certification

If the need for temporary accommodations continues for more than 45 days, the County should require the employee to provide ongoing medical documentation, at least every 45 days, confirming the existence of the disability or work restriction and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient

documentation, the County will do the following: (1) explain the insufficiency of the documentation provided; (2) allow the employee or applicant to supplement the documentation in order to remedy the issue by providing acceptable documentation; (3) seek clarification of concrete work restrictions from the healthcare provider cooperatively with the employee; and (4) pursue the interactive process only to the extent warranted by the medical documentation.

Before an employee's medical certification expires, the employee must update the documentation to support an employee's absence from work; to address reasonable accommodation issues; and to properly code the employee's timecard. The employee's supervisor shall be responsible for tracking expired medical certifications and requesting updated doctor's notes. If an employee fails to report to work or fails to provide an updated, valid medical certification, the department must notify the Human Resources Director.

Authorization for Release of Medical Information

In the event the County requires clarifying information from the employee's healthcare provider, the department, pending approval from the Human Resources Director and County Counsel, may request that the employee sign a Release of Medical Information (Attachment E), using (Attachment F) Letter to Employee on Medical Release and (Attachment G) Medical Questionnaire to Physician.

Fit For Duty Exam

The Department Head, pending authorization from the Human Resources Director and County Counsel, may require an employee to undergo a fitness for duty examination in order to determine whether the employee has a disability and is able to perform the essential functions of their job when there is significant objective and documented evidence that either:

1. The employee's ability to perform one or more essential functions of their job has declined; or
2. The employee is not able to perform their essential job functions in a manner that does not pose a significant risk of harm to themselves or others.

Interactive Process Meeting (IPM)

An Interactive Process Meeting (IPM) is a meeting, in person or by video or telephone where necessary, between the employee and the employer. The purpose is to identify appropriate reasonable accommodations to assist the employee with a known disability, functional limitation, or work restriction in returning to, or remaining at, work. An interactive process meeting is an individualized and cooperative effort in a neutral environment.

The need for an interactive process meeting is if typically identified when: (1) an employee communicates work restrictions or difficulty working with their supervisor; (2) the department observes reduced or limited employee performance; or (3) the department receives medical certification from the employee's treating health care professional.

Departments must document IPMs, including telephonic or video IPMs, on the IPM form (Attachment A). Departments shall send the employee an IPM follow-up letter (Attachment B) summarizing the discussion points and action plan with the appropriate follow-up date. This follow up letter should also give the employee an opportunity to comment on any item that they believe is not accurate.

An Interactive Process Meeting is an integral part of the Interactive Process, but it is not the only part. Good faith requires documented ongoing communication. In an effort to provide an effective reasonable accommodation, some cases may require multiple meetings. **The department must notify the Human Resources Director of challenging interactive process situations, where a solution is not readily apparent, so that the HR Director or their designee can provide consultation and support.**

Being respectful, courteous, and objective when communicating with employees is crucial in establishing and maintaining ongoing good faith interaction throughout the process. Additionally, the employee must participate in good faith and communicate in this same manner, including cooperating with necessary efforts to seek clarification of work restrictions or anticipated duration from their healthcare provider..

Preparation for Interactive Process Meeting

To ensure a productive IPM meeting the supervisor should:

Obtain all current medical certification(s);

Identify the essential job functions from a job description, a functional capacity evaluation, or other current and relevant information on the mix of essential and non-essential job functions;

Verify employee's current work status;

Identify potential accommodations that would allow the employee to perform their essential job functions;

Identify other potential department tasks that can be performed within the employee's known restrictions;

Prepare the IMP invitation letter ([Attachment C](#)), IPM document (Attachment A) and gather any other relevant documents, as appropriate;

Determine if the HR Director, or another manager in the department should be present at the meeting;

Invite County Employee Subject Matter Experts (SME), as necessary.

Who May Attend

Many accommodations are very simple, such as limited lifting for a few days or the need to sit and stand throughout the day. Simple accommodations can be quickly addressed by the supervisor and the employee. Other accommodations are more challenging, and require the participation of the employee, supervisor, department manager, and the HR Director. The supervisor is responsible for scheduling the IPM with the employee and participating County staff. This supervisor's responsibilities include documenting the meeting and following up on the plan of action. The attendees may include:

- Supervisor of Usual and Customary (U&C) position.
- Supervisor of temporary modified duty assignment.
- Subject Matter Expert (such as a finance manager to determine the level of qualifications for fiscal staff placement).

- Relative, friend, or union representative of employee.

What should Occur

Discussion and review of Essential Job Functions of the employee's current position.

Review of medically verified work restrictions.

Review of whether the work restrictions are permanent or temporary.

Review of end date of temporary restrictions. Request updated doctor's note if needed.

Discuss any essential job functions the employee believes they cannot perform or might require an accommodation in order to perform safely and capably.

Discuss what type of accommodation(s) the employee or employer believes would help employee perform the essential functions of their current job.

Accommodation Preference Order:

Cooperative discussions are designed to achieve a reasonable accommodation in the following order of preference:

- 1) Provide accommodation so that employee can perform essential job functions of their current position.
- 2) If work restrictions are temporary (and no accommodation satisfies item 1 above), with assistance from the HR Director, place employee on temporary modified duty within the department and establish a temporary modified duty agreement with the employee for 45 days or less (Attachment D). At the end date of the agreement, the assignment should be re-evaluated, and where appropriate temporary modified duty may be extended for an additional 45 days by the HR Director. Any further extension or material change to the modified assignment will be subject to a further interactive process and must be approved by County Counsel.
- 3) If work restrictions are temporary (and no accommodation satisfies item 1 above), with assistance from the HR Director place employee on temporary modified duty outside the department and establish a temporary modified duty agreement between employee and new supervisor for 45 days or less. Temporary modified duty may be extended for an additional 45 days by the HR Director. At the end date of the agreement, the assignment should be re-evaluated, and where appropriate temporary modified duty may be extended for an additional 45 days by the HR Director. Any further extension or material change to the modified assignment will be subject to a further interactive process and must be approved by County Counsel.
- 4) If work restrictions permanently preclude the employee from performing their current essential job functions, transfer or reassign employee to a vacant equivalent position (for which the employee is qualified and can perform within their restrictions) within the department. If there is no equivalent position within the department, then transfer the employee to an equivalent

position outside of the department. If no equivalent positions exist, then a departmentwide and subsequently a countywide search for a transfer into a lower paid position must take place. Employees in this category must receive preferential hire/transfer, to positions meeting the above criteria, provided that the employee meets the qualifications, can perform the essential job functions, and the position is vacant and budgeted. This transfer takes place during an IPM and does not require a competitive application and interview process.

The department should not make any final decisions prior to the IPM. The department does not have to provide the exact accommodation requested by the employee, but the department and county must consider the employee's preference and provide an effective and reasonable accommodation. Departments must document all attempts to accommodate. Departments must keep discipline outside of the IPM/IP process.

Other available options the employer can consider at that time are including but not limited to:

Providing an FMLA Packet for qualified employees with a serious health condition that may require an intermittent or continuous leave of absence.

Referring the employee to the Employee Assistance Program (EAP).

Compensation

Temporary Modified Duty

Employees placed on temporary modified duty, either within the same department or in another department (see options 2, 3 and 4 under "Accommodation Preference Order" above), shall continue to earn the same salary, which shall be paid from the employee's usual and customary department. Furthermore, the cost of any accommodation shall be paid out of the employee's usual and customary department, again, regardless of whether the employee is on a temporary assignment outside of the department. For costly accommodation items exceeding a department's budget, the department head should inquire with the CAO, Human Resources Director, Finance Director, and County Counsel.

Permanent Reassignment to a Vacant, Budgeted Position

Upon a permanent reassignment, the employee will receive the salary grade and step of the reassigned position, **according to the employee's qualifications for the new position**. Upon a reassignment, the salary costs and accommodation costs will be paid for by the new permanent department.

Special Circumstances

Medical Release from Employment

As a last resort, the County may release an employee from employment when a medical evaluation, fitness for duty evaluation, or other competent medical or legal evidence indicates the employee is unable to return to their current position or any other vacant budgeted position within the County for which the employee meets the qualifications and can be performed within the employee's permanent functional limitations.

Pregnancy or Related Conditions

If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, the County will request medical certification of work restrictions. A medical certification confirming the need for a reasonable accommodation, including transfer, is sufficient if it contains: (1) a description of the requested accommodation or transfer; (2) a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and (3) the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer.

The range of potential accommodations includes, but is not limited to, the following: (1) transfer to a less strenuous or hazardous position for the duration of the pregnancy; (2) change in or restructuring of work duties, such as modifying lifting requirements; (3) providing more frequent breaks; (4) flexible or modified schedule on a temporary basis; (5) providing seating; (6) providing time off for medical appointments; (7) temporary transfer to a job with equivalent pay and benefits that the employee is qualified to perform in order to accommodate reduced work schedule or intermittent leave.

Note that a reduction in work hours may be considered a form of pregnancy disability leave and may be deducted from the employee's four (4) month pregnancy disability leave entitlement.

Victim of Domestic Violence, Sexual Assault, or Stalking

An employee who is a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for their safety while at work must provide both of the following:

- (1) a written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim-safety concerns while at work; and
- (2) a certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, which can be in the form of:
 - a. a police report indicating the employee's victim status;
 - b. a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; or
 - c. documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking.

The range of potential safety measure accommodations includes, but is not limited to, the following: (1) transfer, reassignment, modified schedule; (2) change in work telephone number; (3) change in location of work station; (4) installation of locks; (5) assistance in documenting domestic violence, sexual assault, stalking, or a crime that occurs in the workplace; (6) the implementation of a safety procedure(s); (7) adjustment to job structure, workplace facility, or work requirement; and/or (8) referral to a victim assistance organization.

Religious Practices

Employees may request a reasonable accommodation to address a conflict between religious beliefs or observance and any employment requirement.

The range of potential accommodations includes, but is not limited to, the following:

- Job restructuring or job reassignment (but not segregation from other employees or the public);
- Modification of work practices, including dress or grooming.
- Allowing time off in an amount equal to the amount of non-regularly scheduled time the employee has worked in order to avoid a conflict with their religious observances.
- Allowing alternatives to union membership or payment of union dues.

APPROVED AND ISSUED

DATE:

County Administrative Officer

APPROVED AS TO FORM

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 15, 2024

Departments: Board of Supervisors

TIME REQUIRED

SUBJECT Letter of Support for the Eastern
Sierra Land Trust's Application for
Sierra Meadows Partnership Grant
Program

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Eastern Sierra Land Trust (ESLT) is applying for a Sierra Meadows Partnership block grant to restore the health of Huntoon Valley Meadow and to implement management actions and practices that will maintain healthy meadow conditions into the future. The deadline to submit their full proposal is October 30, 2024.

RECOMMENDED ACTION:

Approve and authorize the Chair to sign proposed letter.

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 of Support](#)

History

Time	Who	Approval
10/11/2024 9:39 AM	County Counsel	Yes
10/11/2024 11:39 AM	Finance	Yes

10/11/2024 11:39 AM

County Administrative Office

Yes



Jennifer Kreitz ~ District One Rhonda Duggan ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Lynda Salcido ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

Queenie Barnard, Clerk of the Board

Date: October 15, 2024

To: Application Review Panel
Sierra Meadows Partnership

From: Mono County Board of Supervisors

RE: Support for the Eastern Sierra Land Trust's application for Sierra Meadows Partnership Grant Program

To the Application Review Panel:

The Mono County Board of Supervisors writes to express our enthusiastic support for the Eastern Sierra Land Trust's (ESLT) application for Sierra Meadows Partnership Grant Program block grant funding. ESLT proposes to use the available money to restore the health of the Huntoon Valley Meadow and to implement management actions and practices that will maintain healthy conditions into the future. Just north of Bridgeport along Highway 395, Huntoon Valley Meadow is 450-acres of open land surrounded by pine forest and chaparral, that is a vital link in the landscape for wildlife, and a critical tributary to East Walker River. The meadow is part of privately owned Ullman Ranch, which has a Conservation Easement held by ESLT. With support from the landowner, ESLT is proposing to perform the field investigations required to better understand the sources of incision, determine best methods for removing or containing those stressors while maintaining the land as an active ranch.

Mono County recognizes that maintaining a quality of life beyond compare, for its residents and visitors, requires a balance among access, use, and protection of our forest resources and public lands, and we rely strongly on regional partners like ESLT to successfully accomplish our work.

The work this application proposes to fund is a necessary precursor for our Eastern Sierra region to better support restoration efforts in the Walker River Basin, and the collaboration of NGOs, private consultants, ranching operations, and federal agencies. The proposed project also includes development and initiation of a pre- and post-project monitoring program, and outreach to the local community on the benefits of meadow restoration and solutions for managing a ranching operation while supporting healthy meadow conditions. We strongly urge you to fund this important proposal in full. Thank you for your consideration.

Sincerely,

John Peters
Chair, Mono County Board of Supervisors



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 15, 2024

Departments: Clerk of the Board

TIME REQUIRED 20 minutes

SUBJECT Move in Update for The Parcel
Project in Mammoth Lakes (The
Sawyer)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Jennie Reed, Regional Director
Buckingham Property Management

AGENDA DESCRIPTION:

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

Update from Buckingham Property Management regarding The Parcel move-in update.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download
Staff Report

History

Time	Who	Approval
10/8/2024 9:53 AM	County Counsel	Yes
10/4/2024 9:53 AM	Finance	Yes
10/8/2024 10:02 AM	County Administrative Office	Yes



October 3rd, 2024

To: Mono County Board of Supervisors

From: Jennie Reed, Regional Director of Buckingham Property Management

Subject: The Sawyer Apartment Complex Leasing

Discussion:

The Sawyer is a brand new Affordable Multifamily apartment complex that includes 81 units within two buildings with 66 units in the larger building and 15 units in the smaller building. The project also includes a daycare, community space, public park, and covered podium parking. Units are a range in sizes from Studio to 3 Bedroom and serve a range of household incomes between 30%-80%. Households must all be qualified to live at the complex through a variety of screenings prior to being approved to move in.

Buckingham Property Management was asked to provide an informational update on the current status of the project and occupancy.

Recommended Action:

None – Informational Purposes Only

Fiscal Impact:

None – Informational Purposes Only



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 15, 2024

Departments: Health and Human Services

TIME REQUIRED 20 minutes (10 min presentation, 10 min discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Dr. Tom Boo, Mono County Public Health Officer

SUBJECT Update on Avian Influenza in the United States

AGENDA DESCRIPTION:

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

Avian Influenza is causing outbreaks in wild birds and poultry, dairy cattle and other animals and sporadic human cases. Public health experts at the Centers for Disease Control and Prevention and the California Department of Public Health continue to assess the risk of influenza A (H5N1) to the general public to be low. Mono County Public Health Officer, Dr. Tom Boo, will provide a general update on Avian Influenza in the United States.

RECOMMENDED ACTION:

None, informational only. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Tom Boo, Mono County Public Health Officer or Kathy Peterson, HHS Director

PHONE/EMAIL: 760/258-7092 or 760/937-6518 / tboo@mono.ca.gov or kpeterson@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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[Presentation](#)

History

Time	Who	Approval
10/10/2024 8:38 AM	County Counsel	Yes
10/10/2024 9:31 AM	Finance	Yes

10/10/2024 10:01 AM

County Administrative Office

Yes

Update on Avian Influenza (H5N1 aka HPAI) in U.S.

**Mono County Board of Supervisors
October 8, 2024**

Tom Boo, MD

Mono County Public Health Officer



Three human H5N1 cases in CA

as of 10/7/24

- Avian influenza H5N1 has caused infections in U.S. dairy herds all summer
- Increasing H5N1 infections in Central Valley dairy herds in recent weeks (over 40 herds now)
- First CA human infections announced on Oct 3: 2 Tulare County dairy workers
 - Mild disease (conjunctivitis)
 - No known contact between 2 workers (different farms)
 - No evidence of person-to-person spread has been found
- Similar to 4 other cases in dairy workers and 10 cases in poultry workers in other states this year

What is significance of H5N1 infections in animals and people?

Flu pandemics happen.
Frequency and severity vary.

Novel flu strains (new) raise pandemic concerns because humans may have little or no resistance

Animal flu strains that acquire ability to infect humans and spread person to person have pandemic potential

Since 1990s H5N1 has caused remarkably widespread infections in wild birds, with many outbreaks in domestic poultry globally and U.S.

Unusual propensity for infecting mammals
(~ 50 or more mammalian species known to be infected)

H5N1 has caused 900 some known human cases since it was identified

About half of global human cases have been fatal

Mutation is the concern and influenza mutates constantly

Key Points

- This is a *potential* major public health problem
- U.S. seeing sporadic **mild** disease that doesn't spread between people
- Immediate risk therefore is low
- Public health leaders taking the potential seriously
- Intensive efforts to contain spread in animal industries
- U.S. ramping up testing capacity and surveillance
 - Genetic analysis hasn't shown mutations known to greatly enhance transmission between mammals, pathogenicity, or resistance to antiviral drugs
- H5N1 vaccines being produced in moderate quantities
- Anti-viral medication (e.g. Tamiflu) pre-positioning

Local/Regional Aspects

- Mono and Inyo have no commercial dairies or bird flocks
 - Risk of locally acquired infection seems low
- U.S. Health Care Workers asked to be alert for possible H5N1 cases
- Milk supply considered safe. Pasteurization kills virus
 - Ongoing studies and monitoring
- Mammoth wastewater surveillance is back online, including H5N1 testing:
 - <https://publichealth.verily.com/plants/4b49eb68>
- Tulare County #1 dairy production in U.S.
 - Reports of higher than previously reported impacts on cows
- Raw milk should be avoided
- Seasonal flu vaccination recommended



Thank you

Questions and/or discussion?



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 15, 2024

Departments: County Administrative Office

TIME REQUIRED 15 minutes

SUBJECT Housing Ad Hoc Committee and
Housing Activities Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Tyrone Grandstrand, Housing
Opportunities Manager

AGENDA DESCRIPTION:

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

Presentation by Tyrone Grandstrand sharing an update on activities of the Housing Ad Hoc Committee and staff work on housing.

RECOMMENDED ACTION:

None, informational only. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Tyrone Grandstrand

PHONE/EMAIL: 7609325406 / tgrandstrand@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download

[Staff Report](#)

History

Time	Who	Approval
10/8/2024 10:14 AM	County Counsel	Yes
10/4/2024 9:55 AM	Finance	Yes
10/8/2024 10:39 AM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

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Bob Gardner / District 3

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Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Queenie Barnard

COUNTY COUNSEL

Chris Beck

ECONOMIC DEVELOPMENT

Liz Grans "Interim"

EMERGENCY MEDICAL

SERVICES

Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA,

CGFM, CPA

HEALTH AND HUMAN

SERVICES

Kathryn Peterson

INFORMATION

TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

To: Mono County Board of Supervisors

From: Tyrone Grandstrand, Housing Opportunities Manager

Date: October 15, 2024

Re: Housing Update

Strategic Plan Focus Area(s) Met

- ☒ A Thriving Economy ☒ Safe and Healthy Communities ☐ Mandated Function
☐ Sustainable Public Lands ☒ Workforce & Operational Excellence

Discussion

The Mono County Board of Supervisors has identified housing as an area of strategic focus. In the last several years Mono County has made investments in housing projects throughout Mono County, increased its internal capacity to address housing needs, and dedicated ongoing and onetime funding to meet housing needs.

On April 4, 2023, the Board of Supervisors established a housing Ad Hoc committee, assigning Supervisors Kreitz and Gardner. Since that time the committee has met regularly. In May, staff provided an update on the activities of the committee, and this is the next regular update.

Since the last update, staff has continued to make progress in moving forward with housing goals. Progress updates on staff and Board activities since the last update include:

- ***Property Acquisitions***
 - Completing purchase and taking ownership of a 5-unit property in Bridgeport that will be transitioned to long term rentals from its current use as short term rentals.
 - Produced and Board approved a management plan for the Bridgeport units.
 - Began development and operation of the Board approved pilot bridge program.
 - Evaluating several potential purchases throughout Mono County for both housing development and for the new pilot bridge program.
- ***Land Acquisitions***
 - Completing steps to accept a land donation of approximately 10 acres in Walker.
 - Completing appraisals for the Walker donation as well as two other sites for potential development, including one that would partner with the Mono Lake Tribe.

- ***Housing Program Development***
 - Provided first drafts of background, problem, and objective section of housing policy analysis, and followed up with edits based on Board feedback.
 - Completing the final two sections of housing policy analysis, alternatives and analysis, which will be presented on November 5, 2024.
- ***Working with Partner Agencies***
 - Coordinated a visit from USDA staff to share their potential resources for housing, infrastructure, and other community needs with internal and external stakeholders.
- ***Grant/Loan Funding***
 - Applied for and received award for current year of Permanent Local Housing Allocation (PLHA).
 - Continuing to administer HOME and CDBG program providing gap financing for first time homebuyer participants, and looking for opportunities to apply for additional HOME and CDBG funding.
 - Pursuant to Board direction on January 7, 2020, completed the allocation of the Whole Person Care Grant, which is now in the process of being closed out.
- ***Supporting Local Businesses***
 - Continuing to research additional funding opportunities and assisting business owners who are looking to include workforce housing as a part of their business model. Funding opportunities include, but are not limited to:
 - USDA Intermediary Relending Program (which can be used in limited ways to assist in housing development as a business). This program allows for Mono County to apply for up to \$1,000,000 each quarter, up to \$15,000,000 in total funding.
 - Bipartisan Infrastructure Investment and Jobs Act (BIIJA) related financing based on projects that meet transit-oriented development requirements.
 - Inflation Reduction Act financing and funding related to green technologies utilized in housing development.
 - California administered and/or funded programs including feasibility of utilizing LIHTCs outside of Mammoth Lakes, and several other housing related funding and financing sources.
- ***Policy Updates***
 - Incorporating research into planning documents both for Mono County and ESTA.
 - Working to meet the requirements of the BIIJA financing in as many communities within Mono County as possible which will allow housing and mixed-use projects to access very low interest rate and flexible debt, making projects much more likely to pencil out



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 15, 2024

Departments: Board of Supervisors

TIME REQUIRED 5 minutes

SUBJECT 2024/2025 California State
Association of Counties (CSAC)
Nominations

**PERSONS
APPEARING
BEFORE THE
BOARD**

Queenie Barnard, Clerk-Recorder-
Registrar

AGENDA DESCRIPTION:

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

Nomination of a member and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for 2024/2025. Appointment of individuals nominated by the Board is made by the CSAC Executive Committee and appointments are for one year. Supervisor Peters is currently the member and Supervisor Kreitz is currently the alternate.

RECOMMENDED ACTION:

Nominate a member of the Board of Supervisors to serve on the CSAC Board of Directors for the 2024/2025 Association year beginning on November 18, 2024; also, nominate an alternate member.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Selection Memo
<input type="checkbox"/> Nomination Form
<input type="checkbox"/> Roster 2024-2025

History

Time

Who

Approval

10/8/2024 10:03 AM	County Counsel	Yes
10/4/2024 9:53 AM	Finance	Yes
10/8/2024 10:11 AM	County Administrative Office	Yes



OFFICERS

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San Luis Obispo County

1st Vice President

Jeff Griffiths
Inyo County

2nd Vice President

Susan Ellenberg
Santa Clara County

Past President

Chuck Washington
Riverside County



CEO

Graham Knaus

September 26, 2024

TO: Chairs, Boards of Supervisors

FROM: Graham Knaus, CEO

SUBJECT: Nomination and Selection of CSAC Board of Directors Members

In accordance with the CSAC Constitution, we would like to provide you with information about the nomination process for CSAC Board of Directors members and alternates.

CSAC Board members and alternates are nominated by their respective Boards of Supervisors and appointed by the CSAC Executive Committee. The nomination is for a one-year term commencing with the CSAC Annual Meeting. Any member of your Board of Supervisors is eligible for the directorship.

The 2024 Annual Meeting will commence on Monday, November 18th. At this meeting, the new Board will meet first by caucus (urban, suburban, and rural) to nominate CSAC Officers and Executive Committee members, and again as a full Board to elect the 2024-2025 Executive Committee and to conduct other Association business.

Please note that if your county is nominating a new member to serve on the CSAC Board of Directors and you want that representative to vote on behalf of your county during the CSAC Annual Meeting, you must appoint this representative prior to the start of the Annual Meeting on Monday, November 18th.

Attached is the current Board roster, along with a nomination form. If you do not submit a 2024-2025 nomination, your current Board representative and alternate will continue to serve.

Please note that counties can change Board members and/or alternates at any point throughout the year, subject to final appointment by the CSAC Executive Committee.

If you have any questions or need further information, please contact Korina Jones at kjones@counties.org or Chase Palm at cpalm@counties.org.

cc: 2023-2024 Board of Directors
Clerks, Board of Supervisors



California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327-7500
Facsimile (916) 321-5047

NOMINATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2024 – 2025

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2024 – 2025 Association year beginning Monday, November 18, 2024.

County Name:

Director:

Alternate(s):

Name of individual completing form:

Does the Board of Directors member plan to attend the CSAC Annual Conference:

Yes:

No:

PLEASE RETURN TO:

Chase Palm via email at: cpalm@counties.org

CALIFORNIA STATE ASSOCIATION OF COUNTIES

Board of Directors

2023-2024

SECTION

U=Urban

S=Suburban

R=Rural

President:

First Vice President:

Second Vice President:

Immediate Past President:

Bruce Gibson, San Luis Obispo

Jeff Griffiths, Inyo

Susan Ellenberg, Santa Clara

Chuck Washington, Riverside

Members of the CSAC Executive Committee are highlighted for your reference

SECTION	COUNTY	DIRECTOR
U	Alameda County	Keith Carson
R	Alpine County	Terry Woodrow
R	Amador County	Richard Forster
S	Butte County	Tod Kimmelshue
R	Calaveras County	Benjamin Stopper
R	Colusa County	Kent Boes
U	Contra Costa County	John Gioia
R	Del Norte County	Chris Howard
R	El Dorado County	John Hidahl
U	Fresno County	Buddy Mendes
R	Glenn County	Grant Carmon
R	Humboldt County	Michelle Bushnell
S	Imperial County	Jesus Eduardo Escobar
R	Inyo County	Trina Orrill
S	Kern County	Leticia Perez
R	Kings County	Rusty Robinson
R	Lake County	Bruno Sabatier
R	Lassen County	Gary Bridges
U	Los Angeles County	Kathryn Barger
R	Madera County	Leticia Gonzalez
S	Marin County	Mary Sackett
R	Mariposa County	Rosemarie Smallcombe
R	Mendocino County	John Haschak
S	Merced County	Scott Silveira
R	Modoc County	Ned Coe
R	Mono County	John Peters
S	Monterey County	Luis Alejo
S	Napa County	Ryan Gregory
R	Nevada County	Heidi Hall

U	Orange County	Doug Chaffee
S	Placer County	Bonnie Gore
R	Plumas County	Tom McGowan
U	Riverside County	V. Manuel Perez
U	Sacramento County	Rich Desmond
R	San Benito County	Bea Gonzales
U	San Bernardino County	Jesse Armendarez
U	San Diego County	Nora Vargas
U	San Francisco City & County	Rafael Mandelman
U	San Joaquin County	Robert Rickman
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	Noelia Corzo
S	Santa Barbara County	Das Williams
U	Santa Clara County	Susan Ellenberg
S	Santa Cruz County	Manu Koenig
R	Shasta County	Kevin Crye
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Erin Hannigan
S	Sonoma County	James Gore
S	Stanislaus County	Vito Chiesa
R	Sutter County	Dan Flores
R	Tehama County	Candy Carlson
R	Trinity County	Ric Leutwyler
S	Tulare County	Amy Shuklian
R	Tuolumne County	Ryan Campbell
U	Ventura County	Kelly Long
S	Yolo County	Lucas Frerichs
R	Yuba County	Don Blaser

TREASURER

Belia Ramos, Napa County

ADVISORS

Sarah Carrillo, County Counsel, Tuolumne County

Jeff Van Wagenen, Riverside County CEO, California Association of County Executives,
President



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 15, 2024

Departments: Human Resources

TIME REQUIRED 5 minutes

SUBJECT Adopt and Approve a Side Letter of
Agreement with the Deputy Sheriffs'
Association on Canine Pay

**PERSONS
APPEARING
BEFORE THE
BOARD**

Christine Bouchard, Assistant County
Administrative Officer

AGENDA DESCRIPTION:

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

Adopt and approve a side letter of agreement with the Deputy Sheriffs' Association on Canine Pay.

RECOMMENDED ACTION:

Adopt proposed side letter. Provide any desired direction to staff.

FISCAL IMPACT:

Increase of \$297.12 per week consisting of overtime pay of \$289.45 and payroll taxes of \$7.67.

CONTACT NAME: Christine Bouchard

PHONE/EMAIL: 7609325414 / cbouchard@mono.ca.gov

SEND COPIES TO:

HR, Finance, Sheriff

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download
Staff Report
Side Letter

History

Time	Who	Approval
10/10/2024 8:37 AM	County Counsel	Yes
10/9/2024 11:10 AM	Finance	Yes

10/10/2024 9:14 AM

County Administrative Office

Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

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Hon. Ingrid Braun

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Queenie Barnard

COUNTY COUNSEL

Chris Beck

ECONOMIC DEVELOPMENT

Liz Grans "Interim"

EMERGENCY MEDICAL

SERVICES

Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA,

CGFM, CPA

HEALTH AND HUMAN

SERVICES

Kathryn Peterson

INFORMATION

TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

To: Honorable Board of Supervisors

From: Christine Bouchard, Assistant CAO

Date: October 15, 2024

Re: Side Letter of Agreement Between the County of Mono
and the Mono County Deputy Sheriffs' Association

Strategic Plan Focus Area(s) Met

☐ A Thriving Economy ☒ Safe and Healthy Communities ☐ Mandated Function
☐ Sustainable Public Lands ☒ Workforce & Operational Excellence

Discussion

The County and the Deputy Sheriffs' Association have met and conferred in good faith to negotiate and draft a Side Letter of Agreement that provides additional compensation for the Deputy Sheriff(s) regularly assigned to canine care. This agreement is intended to comply with the Fair Labor Standards Act (FLSA) and related legal interpretations regarding compensation for work performed outside of regular hours.

Key terms of the Side Letter Agreement include:

- Effective the first full pay period following August 2, 2024, employees assigned to canine duty will receive three and a half (3.5) hours of premium pay per week at a rate equal to one and one-half (1.5) times the employee's base hourly rate. This premium pay compensates for time spent caring for the canine during the employee's off-duty hours, including regular days off, vacation, holidays, and sick leave.
- This premium pay is considered compensation for hours worked under the FLSA.
- The assigned canine handler will continue to receive this premium pay regardless of their leave status.
- Employees assigned to canine duty will also be compensated at the premium rate (1.5 times their base rate) for travel time to and from, as well as time spent attending, canine training if the training occurs on their regular days off.
- All other terms of the existing MOU remain unchanged.

§ This agreement will be incorporated into any successor MOU and will expire upon its inclusion.

**SIDE LETTER OF AGREEMENT
BETWEEN THE COUNTY OF MONO
AND THE MONO COUNTY DEPUTY SHERIFFS' ASSOCIATION**

This Side Letter of Agreement ("Agreement") is entered into between the County of Mono ("County") and the Mono County Deputy Sheriffs' Association ("DSA") (collectively, the "Parties").

WHEREAS, the Parties have a Memorandum of Understanding ("MOU") with a term of January 1, 2022 through December 31, 2024;

WHEREAS, the MOU does not provide compensation to the assigned Deputy Sheriff in relation to canine care, handling and maintenance;

WHEREAS, the Parties seek to memorialize the compensation for the assigned Deputy Sheriff in relation to canine care, handling and maintenance;

THEREFORE, having met and conferred in good faith, the Parties agree to the following:

Effective the first full pay period following August 2, 2024, an employee(s) who is regularly assigned responsibility for canine handling and care shall receive three and a half (3.5) hours per week paid at the premium rate equal to time and one half (1.5) of the employee's base hourly rate. This is considered compensation for hours worked under the FLSA for the time spent at his/her residence in caring for the dog during regular days off and during vacation, holiday, sick leave, etc.

The assigned employee(s) to canine duty agrees that the above additional hours provided each week are reasonably necessary to provide for the care and maintenance of the assigned canine and that these additional "hours worked" are intended to compensate the employee(s) for all off duty hours spent caring for and maintaining their assigned canine, in compliance with the FLSA and interpretive cases and rulings. The assigned canine handler shall receive this "Canine Premium Pay" regardless of their leave status.

An employee(s) assigned as the canine handler will be compensated for travel time to and from, as well as actual time spent, attending canine training with the Department's approved trainer at the premium rate equal to time and one half (1.5) of the employee's base hourly rate if the training falls on the canine handler's normal days off.

All other terms of the operative MOU shall remain in full force and effect. The terms in this side letter shall be incorporated into any successor MOU agreed to by the Parties, and this side letter shall sunset and no longer be effective upon such incorporation.

For the County:

Sandra Moberly
County Administrative Officer

Date

For the DSA:

Chris Walston
Association President

Date



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 15, 2024

Departments: Clerk-Recorder-Registrar of Voters; County Counsel

TIME REQUIRED 5 minutes

SUBJECT Resolution to Require At-Will
Employees to Fill Poll Worker
Vacancies During an Election

**PERSONS
APPEARING
BEFORE THE
BOARD**

Queenie Barnard, Clerk-Recorder-
Registrar

AGENDA DESCRIPTION:

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

Proposed resolution to require at-will employees to fill poll worker vacancies during an election.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Emily Fox

PHONE/EMAIL: 760-924-1712 / efox@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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Staff Report
Resolution

History

Time	Who	Approval
10/8/2024 10:00 AM	County Counsel	Yes
10/8/2024 10:56 AM	Finance	Yes
10/8/2024 11:00 AM	County Administrative Office	Yes

County Counsel
Christopher L. Beck

Assistant County Counsel
Emily R. Fox

Deputy County Counsel
Jeff Hughes

Temporary Staff Attorney
Anne L. Frievault

**OFFICE OF THE
COUNTY COUNSEL**
Mono County

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

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors

From: E. Fox

Date: October 15, 2024

Re: Resolution to Require At-Will Employees to Serve as Poll Workers During Elections

Strategic Plan Focus Area(s) Met

☐ A Thriving Economy ☐ Safe and Healthy Communities ☒ Mandated Function
☐ Sustainable Public Lands ☒ Workforce & Operational Excellence

Discussion

Despite the previous efforts of the Board of Supervisors to recruit members of the public as poll workers (R23-059) and to encourage County employees to serve as volunteer poll workers (R22-055), the Registrar of Voters anticipates having an insufficient number of poll workers to adequately staff precincts and run the upcoming November 5, 2024 election.

The resolution before the Board would allow the Registrar of Voters, upon a determination that there will be an insufficient number of poll workers (paid members of the public or County volunteers), to notify the County Administrative Officer. The County Administrative Officer will then work with Department Heads to designate at-will employees that will be redirected to serve as poll workers during an election. Those designated employees would then serve at the direction of the Registrar of Voters during the election.

If you have any questions regarding this item, please call or email me at efox@mono.ca.gov; 760-924-1712.



R24-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS TO REQUIRE AT-WILL EMPLOYEES TO FILL POLL
WORKER VACANCIES DURING AN ELECTION**

WHEREAS, the electoral process fundamental to our system of government is served by providing voters with election polls that are fully staffed with qualified and trained poll workers; and

WHEREAS, the complexity of conducting elections has increased dramatically in recent years and the use of trained and experienced personnel at the precinct level is critical to the efficient conduct of elections; and

WHEREAS, the Registrar of Voters needs experienced volunteer poll workers to staff the polls on Election Days but has experienced difficulty in recruiting and training a skilled pool of precinct board volunteers; and

WHEREAS, participation by County employees in precinct activity furthers their civic involvement, provides a reliable source of volunteers and furthers the County's commitment to the fair and efficient conduct of elections; and

WHEREAS, the Board of Supervisors finds that a vital public interest is served by encouraging County employees to serve as poll workers to help protect and maintain the integrity of the election process in Mono County; and

WHEREAS, the Board of Supervisors has previously adopted Resolution R22-055, to encourage and incentivize County employees to volunteer as poll workers during elections; and

WHEREAS, there may be need for the Registrar of Voters to be able to compel additional County employees to fill election worker vacancies that cannot be filled by members of the public or volunteer employees.

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

SECTION ONE: At-will employees of the County may be compelled to serve as poll workers, if a need is determined at least one week in advance of an election.

SECTION TWO: If the Registrar of Voters determines, prior to an election, that there will not be a sufficient number of poll workers to adequately staff election needs, the

Registrar shall notify the County Administrative Officer of the number of poll workers needed. The County Administrative Officer shall then direct Department Heads to supply a certain number of at-will employees to serve as poll workers during an election. Those at will employees shall serve during an election at the direction of the Registrar of Voters.

PASSED, APPROVED and ADOPTED this ___ day of ____, 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Peters, 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 October 15, 2024

Departments: Emergency Management

TIME REQUIRED 30 minutes

SUBJECT Biomass Facility Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Fred Tornatore, TSS Consultants

AGENDA DESCRIPTION:

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

A status report from Fred Tornatore, TSS Consultants Project Manager, on the status of the Biomass Facility. Following the presentation there will be a tour of the project site at Mammoth Pacific Geothermal, 94 Casa Diablo Cutoff Rd, Mammoth Lakes, CA 93546

RECOMMENDED ACTION:

Following update, receive any questions and direction from the Board.

FISCAL IMPACT:

None.

CONTACT NAME: Chris Mokracek

PHONE/EMAIL: 7609244633 / cmokracek@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download

[Presentation](#)

History

Time	Who	Approval
10/10/2024 8:38 AM	County Counsel	Yes
10/8/2024 10:35 AM	Finance	Yes
10/10/2024 9:14 AM	County Administrative Office	Yes

Pre-Development Work for the Construction and Operation of a Three-Megawatt Biomass Power Plant in The Mammoth Lakes Area



Fred Tornatore
Chief Technical Officer
TSS Consultants
fatoxic@tssconsultants.com
916.601.0531

October 15, 2024



What is Trying to Be Solved?

- Catastrophic Wildfire



- Forest Health Issues



- Reduction/Elimination of Open Burning Emissions



- Economic Utilization of Forest Thinnings from Sustainable Forest Management



Long-Term Solutions w/Emphasis on Bioenergy

The Eastern Sierra Climate & Communities Resilience Project (ESCCRP) has begun implementing ecological forest restoration on over 55,000 acres





Why Bioenergy?

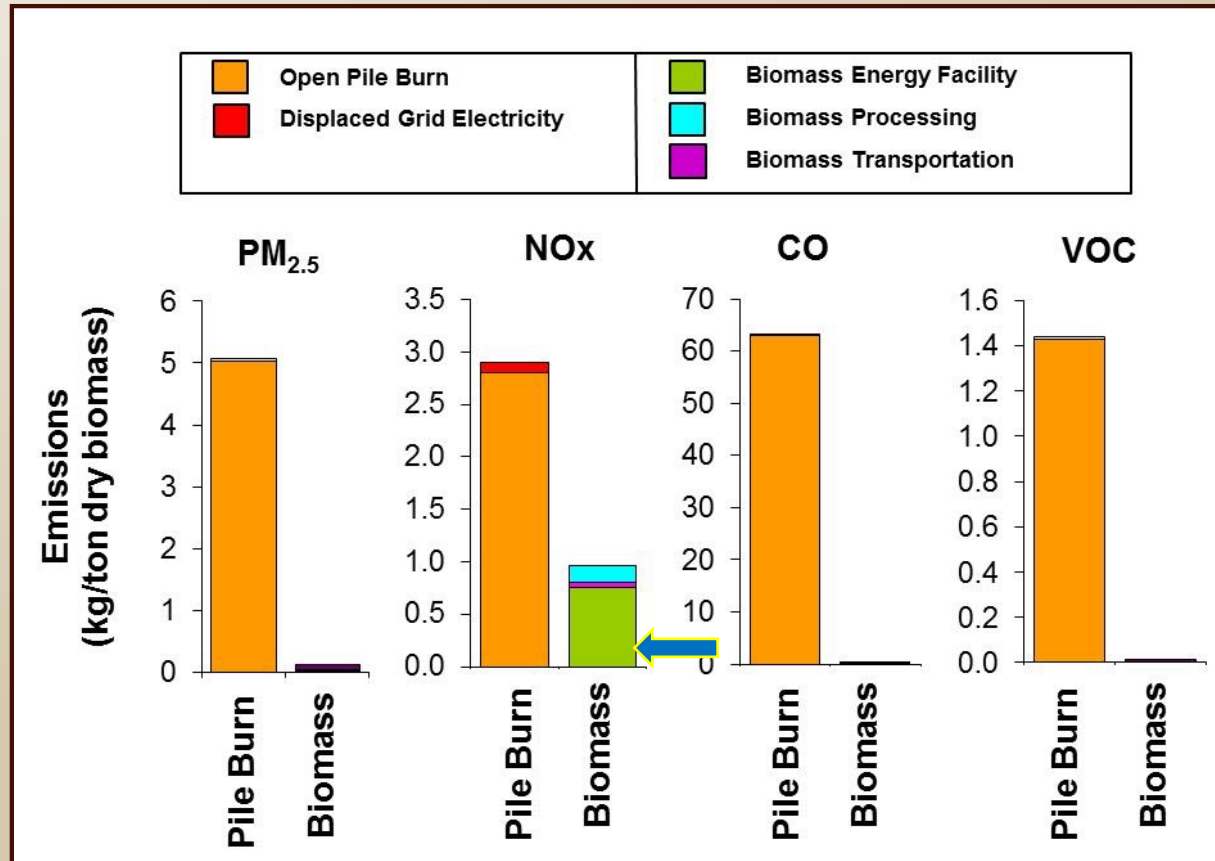
- A bioenergy system such as a community-scale biomass power plant can deal with the pace and scale of hazardous forest fuels removal for Mono County
- Could utilize 30,000-plus bone dry tons of sustainable forest management activities per year – in line with what is envisioned for the region
- Can use all forms of woody biomass – bark, tops, limbs, beetle-infested wood, needles/cones,
- Produce 3 MW (23,650 MWh/yr) of reliable/renewable/ distributed/baseload electricity, delivered to the rural grid under a **guaranteed** offtake power purchase agreement
- Create biochar, a byproduct of the bioenergy facility, which can be used for carbon sequestration
- Emissions are significantly controlled by a state-of-the-art biomass power plant with open pile burning essentially eliminated
- Create 15-plus well-paying jobs in the Mammoth Area
- Significant U.S. Dept. of Energy grant available for selected bioenergy technology developer (up to \$10MM)
- Potential to also be able to deal with food waste/organics from the Mammoth Lakes and Mono County MSW stream



Why Bioenergy?

(cont'd)

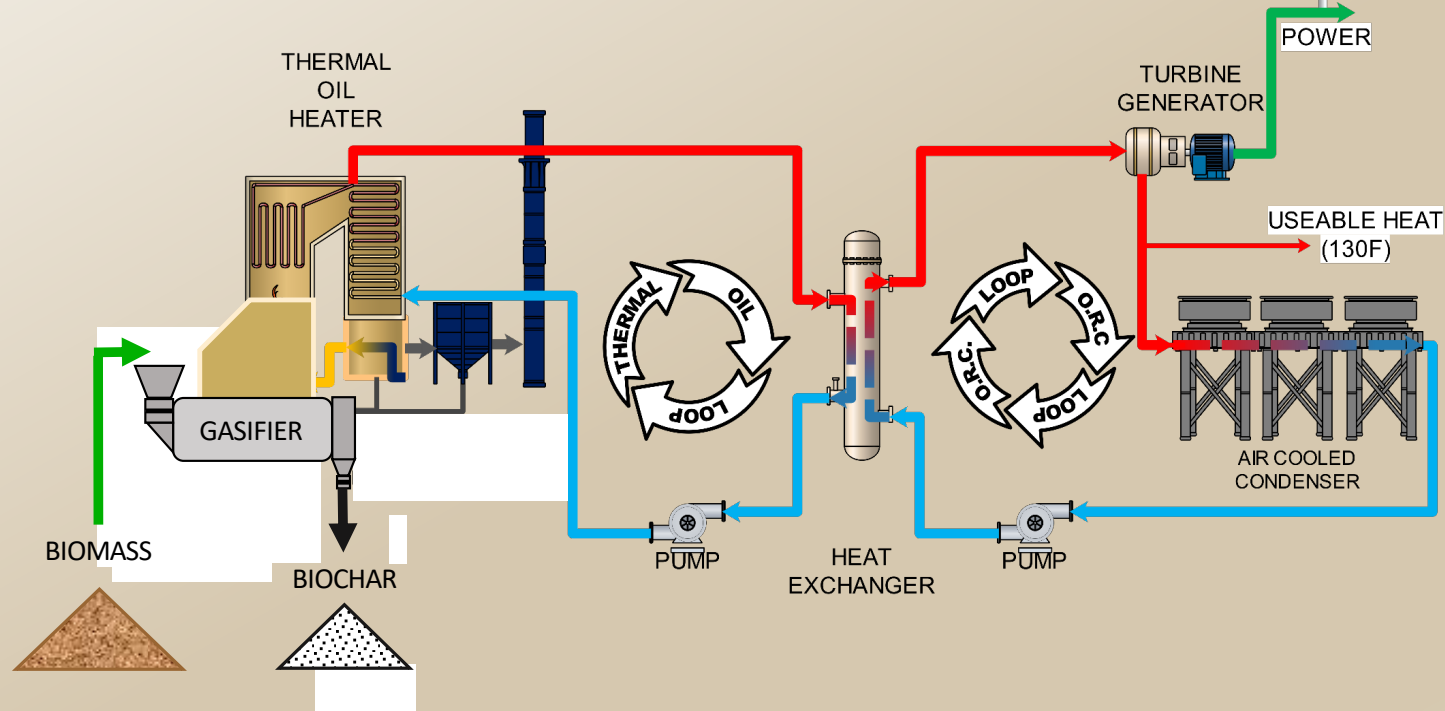
Biomass to Electricity reduces criteria air pollutants from both open burning and wildfire emissions



Graphic courtesy of Placer County Air Pollution Control District



State of the Art Bioenergy Technology





Bioenergy Pre-Development Tasks

	Pre-Development	
1	Select potential bioenergy developer and work with developer conduct the following activities	
2	Develop site control	
3	Develop feedstock procurement plan and implement - Agreements/contracts with feedstock suppliers	
4	Interconnection and BioMAT Power Purchase Agreement with SCE	
5	Preliminary Civil Engineering and Design	
6	CEQA/NEPA review	
7	Land Use and Air Quality permitting	
8	Community and Regulatory Agency Outreach and Support	
9	Project Management	
	Construct bioenergy facility	



Bioenergy Project Essentials

Technology	Direct Combustion w/ORC
Site	Casa Diablo - ORMAT
ORC	Must be able to use ORMAT manufactured ORC
BioMAT PPA	Key to economic feasibility – guaranteed offtake for electricity
Mid-Term Storage	Airport or? Even with ORMAT as site, still need area to store logs and chip material for transport to ORMAT facility
USFS Stewardship Contract & Other Mechanisms	Needed to insure feedstock supply
Facility size	3 MW for export via BioMAT PPA



Key Considerations Regarding a Biomass Utilization Facility

	Timber Harvest Residuals (BDT/Yr)	Forest Fuels Reduction (BDT/Yr)	Forest Products Manufacturing Residuals (BDT/Yr)	Urban Wood (BDT/Yr)	Powerline Corridor Maintenance (BDT/Yr)	Totals (BDT/Yr)
Potentially Available	1,961	28,000	360	1,864	350	32,535
Practically Available	1,765	25,800	360	1,678	245	29,848

Note: This data is being updated

Feedstock Type	Low Range (\$/BDT)	High Range (\$/BDT)	Average Delivered Price to Mammoth Lakes (\$/BDT)
Timber Harvest Residuals	\$50.00	\$55.00	\$52.50
Forest Fuels Reduction	\$46.00	\$56.00	\$51.00
Forest Products Manufacturing Residuals	\$10.00	\$20.00	\$15.00
Urban Wood	\$10.00	\$20.00	\$15.00
Powerline Corridor Maintenance	\$5.00	\$10.00	\$7.50





Technology Company Selection Matrix

Company	Aries Clean Energy	Engemann	EQTEC	West Biofuels	Earthcare
Tech Products	Gasification w/ combustion of syngas to electricity via ORC	Direct combustion electricity via steam cycle	Gasification to electricity via IC engine gensets	Direct combustion of woody biomass to electricity via ORC	Gasification w/ combustion of syngas to electricity via ORC
Conversion Rate	1 to 1.25BDT/MW				
Experience w/ Woody Biomass	No, currently only biosolids	Yes, operational facilities outside U.S.	Yes, some operational facilities outside U.S.	Yes, in California	Experience with manures and poultry litter (some mixed with wood shavings bedding)
Relative Score	0	4	4	5	3
Permitted Facility in CA	Two in permitting process	One permitted in California. Constuction not yet begun	One under construction in California	One 3 MW facility, two additional under construction in California	None
Relative Score	3	4	4	5	1
Feedstock Costs	Feedstock costs <\$20 ton needed	Feedstock costs <\$20 ton needed	Feedstock costs up to \$40 ton	Feedstock costs up to \$40 to \$50 ton	Tipping fee may be required
Relative Score	2	2	3	5	1
Capital Cost (assuming 2.5 MW)	\$15 - 20 MM	\$20-\$25 M (5MW plant)	\$20 - \$25 MM	\$15 - \$20 MM	\$15.5M
Relative Score	4	3	2	4	5
Op & Maintenance Costs (annual)	\$570-\$665 K annually	Not provided	Not provided	\$375-\$750k	\$820 K
Relative Score	5	2	2	4	3
Electricity value	2.5 MW @ \$199 MWhr	2.5 MW @ \$199 MWhr	2.5 MW @ \$199 MWhr	2.5 MW @ \$199 MWhr	1.25 MW @ \$199 MWhr
Relative Score	5	5	5	5	3



Technology Company Selection Matrix (cont'd)

Marketable products (assume low biochar market rate of \$250 /ton with 24K BDT of feedstock)	Biochar (10% feedstock) - \$725K yearly	Biochar (5% feedstock) - \$363K yearly	Biochar (10% feedstock) - \$725K yearly	Biochar (10% feedstock) - \$725K yearly	5,000 tons biochar - \$1.25 MM
Relative Score	3	1	3	3	5
Operating Requirements (per shift)	1 operator/shift, 1 yard operator/ shift + mgmt. + admin staff	1 operator/shift, 1 yard operator/ shift + mgmt. + admin staff	2-3 staff per day, 2 staff per night shift	1 operator/shift, 1 yard operator/ shift + mgmt. + admin staff	1 operator/shift, 1 yard operator/ shift + mgmt. + admin staff
Relative Score	4	4	2	4	4
Site Requirements (station) acres	1	1	1	.5-1	1
Relative Score	4	4	4	5	4
Site Requirements (feedstock) acres	3	3	3	3	2
Relative Score	4	4	4	4	5
Environmental Considerations	Gasification w/ combustion of syngas to electricity via ORC. Control of NOX emissions via SCR PM emissions minimal	Direct combustion emissions controlled by Selective Non-Catalytic Reduction (for NOx). PM control via multi clone and baghouse.	Gasification electricity produced by internal combustion engine gensets. BACT available for all air emissions	Direct combustion emissions controlled by Selective Non-Catalytic Reduction (for NOx). PM control via multi clone and baghouse.	No combustion of solid fuel. Electricity produced by combustion of syngas via ORC
Relative Score	4	3	5	3	4
ORC Experience	Yes	No	No	Yes	Yes
Relative Score	5	0	0	5	5
Design Services	Yes	Yes	Yes	Yes	Yes
Design /Build	Yes	Yes	Yes	Yes	Yes
Design/Build/Operate	Yes	Yes	Yes	Yes	Yes
Relative Score	5	5	5	5	5
TOTAL	48	41	43	57	48



Developing Community-Scale Bioenergy Systems for California

**Matt Summers, Ph.D.
Chief Operating Officer**

matt.summers@westbiofuels.com

Woodland, CA

October 2024

Company Purpose

What we do – Develop and supply bio-energy, bio-fuel and bio-products technology for communities: particularly agriculture, forest and municipal sectors

Why we do it – Biomass is continuously generated from agriculture, forest and urban land management. Utilization of this surplus biomass creates revenue, jobs, and reduces carbon footprint

Where we do it – Our focus is on California. Maintains facilities including Engineering R&D Center and Workshop in Woodland, CA

The Company: Who We Are

- West Biofuels, LLC was formed in 2007
- We are project managers, engineers, constructors, and researchers pushing the future of biomass technology
- Operations managed by Dr. Matthew Summers
- Intellectual property for advanced energy technologies
- Strategic technical partnerships with Albemarle, Solagen, CAW, Turboden, Best Research, and many others
- Ongoing R&D partnerships with Universities and National Labs
- Pilot demonstration facility in Woodland, California
- Licensed Engineer and General Engineering Contractor
- EPC for commercial bioenergy projects

West Biofuels 3 MW Bioenergy Facilities



Williams, CA – Rice Hulls



Burney, CA – Forest Wood

In Planning & Pre-development

- **Mariposa, CA**
- **Grass Valley, CA**
- **Biggs, CA**

Woodland R&D Facility





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OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 15, 2024

TIME REQUIRED

SUBJECT Closed Session - Exposure to
 Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
10/8/2024 10:04 AM	County Counsel	Yes
10/8/2024 9:59 AM	Finance	Yes
10/8/2024 10:12 AM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 15, 2024

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): Sandra Moberly, Oliver Yee, Christopher Beck, Janet Dutcher, and Christine Bouchard. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
10/8/2024 10:04 AM	County Counsel	Yes
9/24/2024 12:43 PM	Finance	Yes
10/8/2024 10:12 AM	County Administrative Office	Yes



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OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 15, 2024

Departments: Emergency Management

TIME REQUIRED 60 minutes

SUBJECT Tour of the Proposed Biomass
Facility Project Site

**PERSONS
APPEARING
BEFORE THE
BOARD**

Fred Tournatore, TSS Consulting

AGENDA DESCRIPTION:

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

Walking tour of the proposed Biomass Facility project site at Mammoth Pacific Geothermal, 94 Casa Diablo Cutoff Rd,
Mammoth Lakes, CA 93546.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Chris Mokracek

PHONE/EMAIL: 7609244633 / cmokracek@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
10/10/2024 8:38 AM	County Counsel	Yes
10/9/2024 11:10 AM	Finance	Yes
10/10/2024 9:15 AM	County Administrative Office	Yes