



# AGENDA

## BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.  
Teleconference Only - No Physical Location

### Regular Meeting October 5, 2021

---

#### TELECONFERENCE INFORMATION

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

Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below. If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting  
[http://monocounty.granicus.com/MediaPlayer.php?publish\\_id=8c4d8d56-9aa6-4b8a-ace3-1fbaaecbf14a](http://monocounty.granicus.com/MediaPlayer.php?publish_id=8c4d8d56-9aa6-4b8a-ace3-1fbaaecbf14a)

#### **To join the meeting by computer:**

Visit <https://monocounty.zoom.us/j/95104054997>

Or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 951 0405 4997.

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

#### **To join the meeting by telephone:**

Dial (669) 900-6833, then enter Zoom Webinar ID 951 0405 4997.

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

**NOTE:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5530 or [bos@mono.ca.gov](mailto: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. 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.

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

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

**HEARD.**

9:00 AM Call meeting to Order

Pledge of Allegiance

**1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

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

**2. RECOGNITIONS**

**A. Proclamation Designating October 15, 2021 Community Pink Day**

Departments: Clerk of the Board

10 minutes

(Rosie Graves, Eastern Sierra Cancer Alliance (ESCA)) - The Eastern Sierra Cancer Alliance (ESCA) requests the Mono County Board of Supervisors proclaim October 15, 2021 as "Community Pink Day" in Mono County in observance of Breast Cancer Awareness and National Mammography Day.

**Recommended Action:** Approve proclamation designating October 15, 2021 as "Community Pink Day" in observance of Breast Cancer Awareness and National Mammography Day.

**Fiscal Impact:** None.

**B. Proclamation Designating the Month of October 2021 National Cyber Security Awareness Month**

Departments: Information Technology

10 minutes

(Kirk Hartstrom, IT Communications Manager) - October is recognized as Cybersecurity Awareness Month by numerous Federal, State, and local agencies. This item approves a proclamation recognizing Mono County's commitment to cybersecurity.

**Recommended Action:** Approve a proclamation recognizing October as Cybersecurity Awareness Month, and Mono County's commitment to cybersecurity.

**Fiscal Impact:** None.

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

**4. DEPARTMENT/COMMISSION REPORTS**

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

**5. CONSENT AGENDA**

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

**A. Board Minutes - August 17, 2021**

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meeting on August 17, 2021.

**Recommended Action:** Approve the Board Minutes from the Regular Meeting on August 17, 2021.

**Fiscal Impact:** None.

**B. Monthly Treasury Transaction Report**

Departments: Finance

Treasury Transaction Report for the month ending 8/31/2021.

**Recommended Action:** Approve the Treasury Transaction Report for the month ending 8/31/2021.

**Fiscal Impact:** None

**C. COVID-19 WeVax Funding Award and Appropriations Increase Request for FY 2021-22 Public Health Budget**

Departments: Public Health

The WeVax+ grant funding opportunity is for vaccine-related services to increase vaccination rates amongst communities that the COVID-19 pandemic has disproportionately burdened. This item requests authorization to execute the grant agreement and increase appropriations by \$350,000 in the public health budget, paid for with the new grant in support the County's response to COVID-19.

**Recommended Action:** 1) Approve increasing appropriations in the amount of \$350,000 in the public health budget, funded with new grant revenues to support the public health response to COVID-19 (requires 4/5ths vote approval); and 2) Authorize the Public Health Director, Bryan Wheeler, to sign the Subcontract Agreement, Non-disclosure Certificate, and Conflict of Interest.

**Fiscal Impact:** There is no impact to the County General Fund. \$350,000 in additional expenditures for the 2021-2022 fiscal year paid for with \$350,000 in

new grant revenues.

**D. Substance Abuse Block Grant Supplemental Funding County Application**

Departments: Behavioral Health

Proposed County Application to the Department of Health Care Services pertaining to Substance Abuse Prevention and Treatment Block Grant (SABG) Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) & American Rescue Plan Act (ARPA) Supplemental Funding.

**Recommended Action:** Approve and authorize Behavioral Health Director to sign the County Application Enclosure X: Substance Abuse Prevention and Treatment Block Grant (SABG) Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) & American Rescue Plan Act (ARPA) Supplemental Funding Allocation & Enclosure Instructions on behalf of the County.

**Fiscal Impact:** Through the CRRSAA funding opportunity, MCBH will receive \$206,099.30 to be spent from July 1, 2020 – December 31, 2022. Through the ARPA funding opportunity, MCBH will receive \$192,022.43 to be spent from September 1, 2021 – June 30, 2025.

**E. Echo Contract for Services**

Departments: Behavioral Health

Proposed contract with Echo Consulting Services of California, Inc, pertaining to software support, maintenance, and hosting.

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

**Fiscal Impact:** The total amount of the 12 month contract is \$72,108. Additionally, MCBH applied for a Telehealth Grant through the Department of Health Care Services to help offset the costs of both EHR systems. If awarded in full, this grant will allocate more than \$110,000 toward the the costs of the Department's two EHR vendors

**F. InSync Contract for Electronic Health Record (EHR) Services**

Departments: Behavioral Health

Proposed contract with InSync Healthcare Solutions, LLC, pertaining to provision of Electronic Health Record (EHR) System Services

**Recommended Action:** 1) Approve the contract between Mono County and InSync for the provision of electronic health record system services and authorize the CAO to execute said contract on behalf of the County.  
2) Provide authorization for the Behavioral Health Director to approve minor amendments and/or revisions to the contract that do not substantively modify its

terms, with approval as to form by County Counsel.

**Fiscal Impact:** The total amount of the three-year contract is \$230,940 and is not to exceed \$76,980 per 12-month period. The increased yearly contract cost of \$8,782 will be split among cost centers and the cost of both EHR systems was budgeted for during the Mono County budget process. Additionally, MCBH applied for a Telehealth Grant through the Department of Health Care Services to help offset the costs of both EHR systems. If awarded in full, this grant will allocate more than \$110,000 toward the cost of both EHRs.

**G. Allocation List Amendment**

Departments: Sheriff's Office

Proposed resolution authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to eliminate one (1) Jail Lieutenant and add one (1) Jail Sergeant II in the Office of the Sheriff.

**Recommended Action:** Adopt proposed resolution. Provide any desired direction to staff.

**Fiscal Impact:** Budget savings of approximately \$8,000.

**6. CORRESPONDENCE RECEIVED**

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

**A. Letter of Commendation from Wes French Regarding the Mono County Sheriff's Department**

A letter of commendation from Mono County resident Wes French regarding the Mono County Sheriff's Department.

**B. Alpine County Informal Comment on the California Public Utilities Commission's (CPUC) Proposed Middle-Mile Map and Mono County's Filing**

Informal comments from Alpine County regarding the new middle mile network be extended up the Highway 4 corridor to serve several communities, businesses, and government offices in Calaveras County as well as the communities of Bear Valley and Lake Alpine in Alpine County.

**C. USDA Forest Service Long Valley Exploration Drilling Project Update**

The Inyo National Forest received a request from KORE Mining Ltd. for approval of a Plan of Operations for mineral exploration on National Forest land at its Long Valley Project area. The decision to move forward with the mineral exploration was made on September 27, 2021.

7. **REGULAR AGENDA - MORNING**

**A. Workshop on Open Range in Mono County**

Departments: Agricultural Commissioner  
30 minutes

(Nathan D. Reade, Agricultural Commissioner) - This workshop will discuss the open range designation in Mono County, including the history of open range within Mono County and how it relates to the California Food and Agriculture Code.

**Recommended Action:** Provide guidance to staff regarding any recommended action associated with the earlier Mono County ordinances.

**Fiscal Impact:** None.

**B. COVID-19 (Coronavirus) Update**

Departments: CAP / Public Health  
30 minutes

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

**Recommended Action:** None, informational only.

**Fiscal Impact:** None.

**C. Response to 2020-21 Grand Jury Continuity Reports**

Departments: County Counsel  
20 minutes

(Emily Fox, Deputy County Counsel) - Letter to the 2020-2021 Grand Jury responding to several continuity reports on past years' Grand Jury reports. While a response to these continuity reports is not required under the Penal Code, the Board can provide responses and updates to the continuity report findings and updates.

**Recommended Action:** Approve letter response to continuity reports and provide direction to staff regarding any desired changes.

**Fiscal Impact:** None.

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

Departments: Public Works  
5 minutes

(Tony Dublino, Director of Public Works) - Budget Amendment Request to

provide for additional motor pool vehicle purchases.

**Recommended Action:**

Approve Budget Amendment, increasing appropriation in Motor Pool *Capital Equipment: Vehicles* (650-10-723-53010) by \$248,000 (\$78,000 for Probation Vehicles and \$170,000 for Public Health Vehicles) to accommodate additional vehicle purchases (requires 4/5ths vote).

**Fiscal Impact:** No General Fund Impact, and no net impact to the Motor Pool Internal Service Fund. All proposed purchases have dedicated funding to fully offset the acquisition cost of the requested vehicles.

**E. Updated Memorandum of Understanding with Long Valley Fire Protection District**

Departments: CAO

5 minutes

(Robert C. Lawton, CAO) - Proposed memorandum of understanding with the Long Valley Fire Protection District pertaining to snow removal, storage of Sheriff's equipment, temporary lodging for County employees and cessation of prior agreement to share use of power generator, pertaining to the fire station in Crowley.

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

**Fiscal Impact:** The agreement provides for a one-time payment by Mono County of \$1000 to the Long Valley Fire Protection District. Thereafter, the services are exchanged in-kind and no monies are owed by either party.

**F. 2021/2022 California State Association of Counties (CSAC) Nominations**

Departments: Board of Supervisors

5 minutes

Nomination of a member and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for 2021/2022. Appointment of individuals nominated by the Board is made by the CSAC Executive Committee and appointments are for one year.

**Recommended Action:** 1) Nominate a member of the Board of Supervisors to serve on the CSAC Board of Directors for the 2021/2022 Association year beginning on November 29, 2021; and 2) Nominate a member of the Board of Supervisors to serve as an alternate on the CSAC Board of Directors for the 2021/2022 Association year beginning on November 29, 2021.

**Fiscal Impact:** None.

**G. Resolution Authorizing Remote Board of Supervisors Meetings under AB 361**

Departments: County Counsel  
10 minutes

(Stacey Simon, County Counsel) - Proposed resolution authorizing remote meetings of the Board of Supervisors for the period of October 5, 2021 through November 4, 2021, pursuant to AB 361.

**Recommended Action:** Adopt proposed resolution. Provide any desired direction to staff.

**Fiscal Impact:** None.

**8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

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

**9. CLOSED SESSION**

**A. Closed Session - Labor Negotiations**

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

**B. Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *County of Mono v. K.R. Property Development & Real Estate et al.*, Mono County Superior Court Case No. CV200081.

**C. Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *Cindy Abshire, et al. v. Gavin Newsom, et al.* (U.S. Dist. Ct. Eastern District, Case No.: 2:21-cv-00198-JAM-KJN).

**D. Closed Session - Real Property Negotiations**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 36 and 40 Christie Lane, Benton. Agency negotiator: Stacey Simon, Erik Ramakrishnan and John Craig. Negotiating parties: Utu Utu Gwaitu Paiute Tribe, of the Benton Paiute Reservation and County of Mono. Under negotiation: Price and terms of sale.

**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.

**ADJOURN**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 5, 2021

**Departments: Clerk of the Board**

**TIME REQUIRED**    10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Rosie Graves, Eastern Sierra Cancer Alliance (ESCA)

**SUBJECT**            Proclamation Designating October 15, 2021 Community Pink Day

**AGENDA DESCRIPTION:**

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

The Eastern Sierra Cancer Alliance (ESCA) requests the Mono County Board of Supervisors proclaim October 15, 2021 as "Community Pink Day" in Mono County in observance of Breast Cancer Awareness and National Mammography Day.

**RECOMMENDED ACTION:**

Approve proclamation designating October 15, 2021 as "Community Pink Day" in observance of Breast Cancer Awareness and National Mammography Day.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Queenie Barnard

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Proclamation</a></p>
---

**History**

Time	Who	Approval
9/27/2021 5:48 PM	County Counsel	Yes
9/22/2021 12:24 PM	Finance	Yes
10/1/2021 4:23 PM	County Administrative Office	Yes



***“COMMUNITY PINK DAY” PROCLAMATION  
OCTOBER 15, 2021***

***WHEREAS***, Eastern Sierra Cancer Alliance (ESCA) is a grassroots organization founded in 2001, initially with the mission to support and provide resources to residents diagnosed with breast cancer; and

***WHEREAS***, the non-profit organization has expanded in both size and scope over the past 21 years to serve residents of Inyo and Mono counties diagnosed with all forms of cancer; and

***WHEREAS***, for more than two decades ESCA Board members have coordinated their efforts with countless compassionate volunteers and community organizations in service to those with cancer diagnoses – friends, family members, neighbors; and

***WHEREAS***, this service includes educating the community about different forms of cancer in an effort to increase community awareness of current practices and positive outcomes in treating cancers today and the resources ESCA and other organizations offer; and most importantly, providing financial and moral support for clients and families as they cope with their cancer diagnosis and costs of treatment; and

***WHEREAS***, ESCA continues to work diligently to maintain a respectful relationship with its clients and the organizations and individuals with which it partners; and

***WHEREAS***, gaining the trust and commitment of various Inyo and Mono organizations, businesses, and healthcare agencies has allowed ESCA to continue its mission, improve programs, and serve more than 300 clients since 2001 – many of whom have needed repeat assistance due to travel out of the area for oncology appointments and cancer treatments; and

***WHEREAS***, October has always been a special month for ESCA and its partners, since it is Breast Cancer Awareness Month, and the organization was originally founded to bring awareness to the disease and support those diagnosed with it; and

***WHEREAS***, breast cancer did not become part of the national and public conversation until the 1970s, and even then change was slow for women to receive the support they needed and for necessary medical research taking place in order to treat breast cancer with improved outcomes; and



**WHEREAS**, today, the American Cancer Society (ACS) urges women to speak with their doctors about their risk for breast cancer, and the ACS has updated breast screening mammogram recommendations based on age and family history; and

**WHEREAS**, the color pink is now the universally recognized color of breast cancer awareness; and

**WHEREAS**, ESCA continues to recognize the importance of both breast cancer awareness and mammography as a screening tool and hopes to inspire and invite the communities of Inyo and Mono counties to join in its mission, supporting and cheering for friends, neighbors and family members with cancer in a fun, positive way by participating in “Community Pink Day!”

**NOW, THEREFORE**, the Mono County Board of Supervisors hereby joins ESCA in its mission by unanimously proclaiming October 15, 2021 as “Community Pink Day!” in observance of Breast Cancer Awareness and National Mammography Day.

**APPROVED AND ADOPTED** this 5th day of October 2021, by the Mono County Board of Supervisors.

---

**Jennifer Kreitz, Supervisor District #1**

---

**Rhonda Duggan, Supervisor District #2**

---

**Bob Gardner, Supervisor District #3**

---

**John Peters, Supervisor District #4**

---

**Stacy Corless, Supervisor District #5**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 5, 2021

**Departments: Information Technology**

**TIME REQUIRED**    10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Kirk Hartstrom, IT Communications  
Manager

**SUBJECT**            Proclamation Designating the Month  
of October 2021 National Cyber  
Security Awareness Month

**AGENDA DESCRIPTION:**

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

October is recognized as Cybersecurity Awareness Month by numerous Federal, State, and local agencies. This item approves a proclamation recognizing Mono County's commitment to cybersecurity.

**RECOMMENDED ACTION:**

Approve a proclamation recognizing October as Cybersecurity Awareness Month, and Mono County's commitment to cybersecurity.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Nate Greenberg

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Proclamation</a>

**History**

Time	Who	Approval
9/21/2021 5:32 PM	County Counsel	Yes
9/22/2021 12:10 PM	Finance	Yes

10/1/2021 4:15 PM

County Administrative Office

Yes



## **OCTOBER 2021 CYBERSECURITY AWARENESS MONTH PROCLAMATION**

**WHEREAS**, Mono County performs critical functions in support of its community and is increasingly reliant on the support of information systems and technology; and

**WHEREAS**, Mono County Information Technology plays a vital role in identifying, protecting its citizens from, and responding to cybersecurity threats that may have significant impact to our individual and collective safety and privacy; and

**WHEREAS**, cybersecurity education and awareness is crucial for everyone, including individuals, businesses, financial institutions, schools, and government agencies like Mono County; and

**WHEREAS**, maintaining the security of cyberspace is a shared responsibility in which each of us has a critical role to play, and awareness of essential cyber hygiene will improve the security of Mono County's information, infrastructure, and economy; and

**WHEREAS**, various Federal, State, and local agencies all recognize October as Cybersecurity Awareness Month and encourage citizens to learn about cybersecurity and put knowledge into practice in their homes, schools, workplaces, and businesses;

**NOW, THEREFORE**, the Mono County Board of Supervisors proclaims October 2021 as "Cybersecurity Awareness Month" in Mono County.

**APPROVED AND ADOPTED** this 5th day of October 2021, by the Mono County Board of Supervisors.

---

**Jennifer Kreitz, Supervisor District #1**

---

**Rhonda Duggan, Supervisor District #2**

---

**Bob Gardner, Supervisor District #3**

---

**John Peters, Supervisor District #4**

---

**Stacy Corless, Supervisor District #5**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**    October 5, 2021

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT**                    Board Minutes - August 17, 2021

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Approval of the Board Minutes from the Regular Meeting on August 17, 2021.

---

### RECOMMENDED ACTION:

Approve the Board Minutes from the Regular Meeting on August 17, 2021.

---

### FISCAL IMPACT:

None.

---

**CONTACT NAME:** Queenie Barnard

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

---

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[DRAFT Minutes](#)

---

### History

Time	Who	Approval
9/29/2021 9:12 AM	County Counsel	Yes
9/8/2021 11:34 AM	Finance	Yes
10/1/2021 4:13 PM	County Administrative Office	Yes



**DRAFT MEETING MINUTES  
BOARD OF SUPERVISORS, COUNTY OF MONO  
STATE OF CALIFORNIA**

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.

Meeting Location: Mammoth Lakes Suite Z, 437 Old Mammoth Rd, Mammoth Lakes, CA 93546

**Regular Meeting  
August 17, 2021**

<b>Backup Recording</b>	<b>Zoom</b>
<b>Minute Orders</b>	<b>M21-178 – M21-183</b>
<b>Resolutions</b>	<b>R21-58</b>
<b>Ordinance</b>	<b>ORD21-08</b>

9:13 AM Meeting Called to Order by Chair Kreitz.

*Supervisors Present: Corless, Duggan, Gardner, Kreitz, and Peters (Corless, Duggan, Gardner, and Peters attended via teleconference).  
Supervisors Absent: None.*

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

Pledge of Allegiance led by Supervisor Gardner.

**1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

None.

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

Bob Lawton, CAO:

- Held a Management Team meeting to discuss upcoming JEDI training
- Participated in several meetings with Frontier, Alpine County officials, CPUC representatives
- Anticipate the restoration of incoming/outgoing services to Coleville/Walker area

**Note:**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

- by August 20
- EOC has resumed its weekly meetings
- Participated in another meeting of the JEDI working group with Supervisor Gardner and Acting County Clerk Dedman

#### **4. DEPARTMENT/COMMISSION REPORTS**

**Nathan Reade, Agricultural Commissioner:**

- Update on Hammil Valley flash flood that occurred in July

#### **5. CONSENT AGENDA**

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

##### **A. Board Minutes - July 19, 2021**

Departments: Clerk of the Board

Approval of the Board Minutes from the Special Meeting on July 19, 2021.

**Action:** Approve the Board Minutes from the Special Meeting on July 19, 2021.

**Peters motion. Duggan seconded.**

**Vote: 5 yes, 0 no**

**M21-178**

##### **B. Reappointments to Assessment Appeals Board**

Departments: Clerk of the Assessment Appeals Board

Reappointment of two regular members and one alternate member to the Mono County Assessment Appeals Board (AAB).

**Action:**

1) Reappoint John Migliore and Paul Oster as regular members of the Assessment Appeals Board for three-year terms effective September 6, 2021 through September 1, 2024.

2) Reappoint Jeff Mills as an alternate member of the Assessment Appeals Board for a three-year term effective September 6, 2021 through September 1, 2024.

**Peters motion. Duggan seconded.**

**Vote: 5 yes, 0 no**

**M21-179**

##### **C. Conflict Waiver - Goldfarb and Lipman Representation of Inyo Mono**

**Note:**

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

**Advocates for Community Action (IMACA)**

Departments: County Counsel

The law firm of Goldfarb & Lipman LLP has requested that the Board waive any potential conflict of interest related to the firm's representation of Inyo Mono Advocates for Community Action (IMACA) in the preparation of agreements for placement of certain of the trailers provided by Los Angeles to IMACA in mobile home parks, and to facilitate the occupancy of those trailers by eligible individuals/families.

**Action:** Approve, and authorize the Chair to sign, proposed conflict waiver.

**Peters motion. Duggan seconded.**

**Vote: 5 yes, 0 no**

**M21-180**

**6. CORRESPONDENCE RECEIVED**

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

*The Board acknowledged receipt of the correspondence.*

**A. Letter from Altice USA/Suddenlink in Response to the Joint Letter Sent on July 9, 2021**

A letter from Altice USA/Suddenlink in response to the joint letter from Mono, Placer, and Nevada Counties and the Towns of Mammoth Lakes and Truckee sent on July 9, 2021.

**B. Community of Interest Public Input Meeting for Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, Tuolumne**

The California Citizens Redistricting Commission is launching the second Community of Interest (COI) public input meeting for Zone G (Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, Tuolumne) on August 20, 2021.

**7. REGULAR AGENDA - MORNING**

**A. Urgency Ordinance Prohibiting Open Fires on Private Property and County Operated Campgrounds in Unincorporated Mono County**

Departments: CAO

(Various) - Review of need for Urgency Ordinance Prohibiting Open Fires on Private Property and County Campgrounds Within the Unincorporated Area of Mono County.

**Note:**

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

**Action:** Adopt Urgency Ordinance prohibiting open fires on private property and County-operated campgrounds within unincorporated Mono County.

**Gardner motion. Corless seconded.**

**Vote: 5 yes, 0 no**  
**ORD21-08**

**CAO Lawton:**

- Presented item

**Supervisor Peters**

- Reminder that that Mountain View Fire ignited on November 17, 2020. Do not let the ordinance lapse until we are certain that it would be a safe time to do so.

**Supervisor Corless:**

- Noted that BLM Bishop Office and Town of Mammoth Lakes both have similar fire restrictions, outlier is Inyo National Forest – still allowing campfires in developed campgrounds.

**Chair Kreitz:**

- Direction to staff for review every 30 days

## **B. Mountain View Fire Update and Review of Emergency Declarations**

Departments: Mountain View Fire Emergency Operations Center

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

**Action:** Find that there is a need to continue the local state of emergency declared on November 17, 2020 and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020).

**Peters motion. Kreitz seconded.**

**Vote: 5 yes, 0 no**  
**M21-181**

**Justin Nalder, EOC Director:**

- 100% of the properties that were participating in CalOES assistance remediation program have been completed
- Assisting residents with rebuild process
- Intermediate housing
- Recommendation to continue local emergency and health emergency

**Supervisor Peters:**

- Leaders of the Antelope Valley Paiute Tribal Families

**Note:**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

- Determination of the cause of Mountain View Fire

**Stacey Simon, County Counsel:**

- Our experts have conducted an independent evaluation of the cause of the fire and have determined that the fire was sparked by a Liberty powerline

**C. California Fire Safe Council County Coordinator Grant**

Departments: CAO, Board of Supervisors

(Robert C. Lawton, CAO, Supervisors Corless and Gardner) - CAO Lawton, along with Supervisors Corless and Gardner, is recommending that Mono County apply for one-time grant funding to secure a contract County Wildfire Coordinator position. Over the 18-month period, the coordinator would work with county staff and partner organizations to improve Mono County's wildfire prevention and response capacity.

**Action:** Authorize CAO to submit the California Fire Safe Council County Wildfire Coordinator grant application on behalf of Mono County.

**Gardner motion. Corless seconded.**

**Vote: 5 yes, 0 no**

**M21-182**

**CAO Lawton:**

- Presented item

**Supervisor Corless:**

- This is clearly something the County needs to do in order to improve our overall County wildfire prevention and response capacity
- Noted that at the recent ESCOG meeting, learned that Inyo County will also be applying. This could be a great opportunity to improve our overall regional capacity.

**D. COVID-19 (Coronavirus) Update**

Departments: CAO, Public Health

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

**Action:** None.

**Bryan Wheeler, Public Health Director:**

- PPT presentation (can be found under Supporting Documents on the meeting webpage: <https://monocounty.ca.gov/bos/page/board-supervisors-126>) – June/July case rate, Mammoth Hospital status, vaccine effectiveness, booster shots, school opening, vaccine and testing schedule
- Compliance with mask order
- Smoke

**Note:**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

- Vaccination numbers
- Follow up regarding lab error tests

**Public Comment:**

- Lee Strong

**E. Agricultural Commissioner's 2020 Crop Report**

Departments: Agricultural Commissioner

(Nate Reade, Agricultural Commissioner) - The 2020 Inyo and Mono Counties Crop and Livestock Report and the associated presentation submitted in accordance with section 2279 of the California Food and Agricultural Code.

**Action:** None.

**Nathan Reade, Agricultural Commissioner:**

- Presentation
- Cannabis production in Mono County

*Break: 10:45 AM*

*Reconvened: 10:57 AM*

**F. Mono County Fish and Wildlife Commission Workshop**

Departments: Economic Development

(Jeff Simpson, Economic Development Manager) - On June 8, 2021, the Mono County Board of Supervisors approved resolution R21-42 suspending operations of the Mono County Fish and Wildlife Commission and directed Economic Development staff to return to the Board with a workshop addressing future direction for the Mono County Fish and Wildlife Commission.

**Action:** Approve staff recommendation to permanently disband the existing Commission and create a grant application program administered by the Economic Development Department for F&G Fine Fund Expenditures.

**Gardner motion. Corless seconded.**

**Vote: 5 yes, 0 no**

**M21-183**

**Jeff Simpson, Economic Development Manager:**

- Presentation

**G. Appeal of Planning Commission Decision on Use Permit 21-003/Voss for a Short-Term Rental in June Lake**

Departments: Community Development - Planning

**Note:**

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

(Michael Draper, Planning Analyst II) - Appeal of the Planning Commission's decision to deny Use Permit 21-003/Voss for a short-term rental permit in June Lake.

**Action:**

- 1) Conduct an appeal hearing, receive all relevant evidence and testimony in considering the appeal; and
- 2) Adopt resolution R21-58 as modified affirming the Planning Commission's decision denying Use Permit 21-003/Voss.

**Gardner motion. Corless seconded.**

**Vote: 5 yes, 0 no**

**R21-58**

**Public Comment:**

- David Voss, Applicant
- Nancy Voss, Applicant
- Thomas Schaniel
- Eric and Jo Kajiwara
- Barbara Miller

**Wendy Sugimura, Community Development Director:**

- Introduced item
- CEQA

**Michael Draper, Planning Analyst II:**

- Project overview
- Reviewed denial and basis

**Stacey Simon, County Counsel:**

- Clarified that the motion is to adopt the resolution as stated in the agenda packet which would deny the appeal and deny requested use permit.
- Recommend approving resolution as modified – change the language of Section B referencing “The Commission” to “The Board.”

**8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

None.

**9. CLOSED SESSION**

*Closed Session: 12:57 PM*

*Reconvened: 1:40 PM*

No action to report out of Closed Session.

**Note:**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

**A. Closed Session - Public Employee Evaluation**

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

**B. Closed Session – Existing Litigation**

Departments: County Counsel, Code Enforcement

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.

Paragraph (1) of subdivision (d) of Government Code section 54956.9.

Name of case: *County of Mono v. Rock 'N Dirt*, Mono County Superior Court, Case No. CV200373.

**10. BOARD MEMBER REPORTS**

**Supervisor Corless:**

- Eastern Sierra Council of Governments: air service update; approval of agreement with CA Dept of Fish and Wildlife for \$3.3 million grant for "Eastern Sierra pace and scale accelerator" project; redistricting letter approved; discussion of housing summit; Eastern Sierra Sustainable Recreation Partnership memorandum of understanding/Sustainable Recreation and Tourism Initiative updates.
- Wildfire & Forest Management Task Force
  - fire situational update from Cal Fire and USFS
  - budget: State budget - 2021—1.5 billion. Two phases: \$536 million in early action (speed), \$958 million (scale) approved by leg in July. Historic investment this year. Legislature will work in coming weeks on bill to appropriate the \$958 million. Federal budget includes more funding for USFS, and there is funding for USFS wildfire prevention efforts in infrastructure bill. Updates on action plan goals, working groups and efforts to ease permitting burden for fire prevention work;
- Upcoming: RCRC and Golden State Finance Authority Board meetings-- creation of a new JPA focusing on broadband development is on the agenda, and joining the JPA will be something that comes back to our board for consideration.

**Supervisor Duggan:**

- 8/11 & 12 – I participated in the third and final session of the CSAC New Supervisors Institute. Sessions included Labor Relations, Media Relations, and Intergovernmental Collaboration and Shared Services. Thursday morning's session concluded with a case study from Mendocino County officials and staff on Preparing, Responding, and Recovering from Disasters. It was insightful to hear how other counties dealt and coped with incidents that are now part of daily life.
- 8/12 – I participated in Owens Valley Groundwater Authority meeting. Staff presented GSP budget assumptions that included implementation of the entire plan and a large funding allotment for a possible groundwater model development for the Tri Valley/Fish Slough area of the basin. The budget was designed to extract certain items should they not be need without reworking the entire budget. Future implementation of any portion of the GSP would need approval of the active OVGA board.
- 8/13/21 – I attended the ESTA regular Board meeting along with Supervisor Gardner. Public comment included remarks from incoming Mammoth Mountain CEO Ron Cohen on innovative transportation options for Mammoth and June Lake. Financials and fleet issues were discussed (maintenance and new vehicle purchases.) Driver recruitment efforts have been unsuccessful to date and the

**Note:**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

Board will be examining the ESTA efforts and policies to assist with this priority for the fast-approaching winter season.

**Supervisor Gardner:**

- Last Wednesday August 11 I participated in several calls and meetings. These included:
  - A call with Stacey Adler, Mono County Superintendent of Schools, and a consultant, about planning for a Children's Summit next summer.
  - A webinar sponsored by the White House and NACO with President Biden about the Infrastructure legislation recently passed by the Senate. Information about this bill is on the NACO website.
  - A meeting with Supervisor Corless, CAO Lawton, and Holly Alpert and Rick Kattelman from the Regional Forest and Fire Capacity Program about the grant application for the County Wildfire Coordinator.
  - The monthly meeting of the Mono Basin RPAC. Topics discussed included the Regional Transportation Improvement Program, the Mono Basin Community Plan, the RPAC Housing Subcommittee, and a COVID update.
- On Thursday August 12 I joined other ESCOG members in Bishop to meet with Derek Kirk, from the California State Governor's GoBiz Office. Derek is the regional representative for our area and provided much information about possible state support and assistance in economic development and other programs.
- Also, on Thursday I spoke with Becky DeForest from the Alpine County Chamber of Commerce about our dispersed camping project.
- Friday, August 13, I participated in the regular meeting of the Eastern Sierra Council of Governments Board of Directors. We covered several topics, including an update on both the Bishop and Mammoth Airports (service to begin in Bishop in December with charter service at Mammoth to start about the same time), an agreement with the California State Dept. of Fish and Wildlife for a grant to ESCOG of \$3.3 million for the Eastern Sierra Pace and Scaler Accelerator, a letter to the Redistricting Commission, a proposal to hold a Regional Housing Strategy Roundtable in October, and an update on the Strategic Recreation Tourism Initiative.
- Also, on Friday I participated in the monthly meeting of the Eastern Sierra Transit Authority Board of Directors. Topics at that meeting included regular operations and financial reports, approval of selected grants and purchase of an electric bus. ESTA is struggling to hire drivers and will be working to find better methods to recruit and retain drivers this fall.
- Finally, yesterday I observed a meeting of the Justice, Equity, Diversity, and Inclusion Working Group. This group continues to develop plans for programs that will move forward on the Board's Racism and Equity Resolution passed last fall.

**Chair Kreitz:**

- Last week on the 11<sup>th</sup>, I attended a meeting of the Mammoth Lakes Housing fundraising subcommittee – focus on the access apartments and capital campaign to raise money
- On the 12<sup>th</sup>, participated in the Treasury Oversight Committee meeting
- Yesterday evening, met with Congressman Obernolte, Councilmember Wentworth, and Mammoth Lakes Housing Executive Director Patricia Robertson to discuss affordable housing in Mono County and the Town.

**Supervisor Peters:**

**Note:**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

- Missed several County meetings due to State of California labs testing results discussed earlier – impacted nine employees
- Current situation in Antelope Valley related to Frontier and their disruption of service in and out of the Valley on their network
- Participated in WIR Public Lands meeting – focus on local assistance fund

**ADJOURNED AT 2:01 PM.**

**ATTEST**

---

**JENNIFER KREITZ  
CHAIR OF THE BOARD**

---

**QUEENIE BARNARD  
SENIOR DEPUTY CLERK OF THE BOARD**

**Note:**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**    October 5, 2021

**Departments: Finance**

**TIME REQUIRED**

**SUBJECT**            Monthly Treasury Transaction Report

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Treasury Transaction Report for the month ending 8/31/2021.

---

### RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 8/31/2021.

---

### FISCAL IMPACT:

None

---

**CONTACT NAME:** Gerald Frank

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

---

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES    NO

---

### ATTACHMENTS:

Click to download

[Treasury Transaction Report for the month ending 8/31/2021](#)

---

### History

Time	Who	Approval
9/22/2021 10:39 AM	County Counsel	Yes
9/15/2021 11:14 AM	Finance	Yes
10/1/2021 4:15 PM	County Administrative Office	Yes



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2021, End Date: 8/31/2021

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
<b>Buy Transactions</b>									
Buy	8/4/2021	080495HP2	210,000.00	Belmont-Redwood Shores Sch Dist 1.099 8/1/2026	100.00	210,000.00	0.00	1.10	210,000.00
Buy	8/5/2021	796720PB0	250,000.00	San Bernardino Ca Cmnty CLG Dist 1.097 8/1/2026	100.00	250,000.00	0.00	1.10	250,000.00
Buy	8/12/2021	24422EVR7	500,000.00	John Deere Capital Corp 1.05 6/17/2026	99.80	498,986.97	802.08	1.09	499,789.05
Buy	8/16/2021	275282PT2	500,000.00	East Side Union High School District 1.331 8/1/202	101.35	506,770.00	277.29	1.05	507,047.29
Buy	8/17/2021	630362ER8	500,000.00	Napa Valley Unified School District 1.094 8/1/2026	100.40	502,020.00	0.00	1.01	502,020.00
Buy	8/18/2021	3130ANFJ4	1,000,000.00	FHLB 0.51 11/18/2024-22	100.00	1,000,000.00	0.00	0.51	1,000,000.00
Buy	8/26/2021	208212AR1	249,000.00	Connex Credit Union 0.5 8/26/2024	100.00	249,000.00	0.00	0.50	249,000.00
		<b>Subtotal</b>	<b>3,209,000.00</b>			<b>3,216,776.97</b>	<b>1,079.37</b>		<b>3,217,856.34</b>
Deposit	8/26/2021	LAIF6000Q	2,000,000.00	Local Agency Investment Fund LGIP	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	8/31/2021	OAKVALLEY0670	2,566.11	Oak Valley Bank Cash	100.00	2,566.11	0.00	0.00	2,566.11
Deposit	8/31/2021	OAKVALLEY0670	14,068,153.41	Oak Valley Bank Cash	100.00	14,068,153.41	0.00	0.00	14,068,153.41
		<b>Subtotal</b>	<b>16,070,719.52</b>			<b>16,070,719.52</b>	<b>0.00</b>		<b>16,070,719.52</b>
<b>Total Buy Transactions</b>			<b>19,279,719.52</b>			<b>19,287,496.49</b>	<b>1,079.37</b>		<b>19,288,575.86</b>
<b>Interest/Dividends</b>									
Interest	8/1/2021	796711G86	0.00	San Bernardino City USD 0.984 8/1/2024		0.00	1,648.20	0.00	1,648.20
Interest	8/1/2021	798189PW0	0.00	San Jose Evergreen Community College Dist 1.908 8/		0.00	2,385.00	0.00	2,385.00
Interest	8/1/2021	54473ENR1	0.00	Los Angeles Cnty Public Wks 6.091 8/1/2022-10		0.00	15,227.50	0.00	15,227.50
Interest	8/1/2021	845389JH9	0.00	Southwestern Community College GO 0.891 8/1/2025		0.00	2,227.50	0.00	2,227.50
Interest	8/1/2021	459200HG9	0.00	International Business Machine Corp 1.875 8/1/2022		0.00	4,687.50	0.00	4,687.50
Interest	8/1/2021	798170AF3	0.00	San Jose RDA Successor Agency 2.828 8/1/2023		0.00	4,312.70	0.00	4,312.70
Interest	8/1/2021	777526MP6	0.00	Rosemead School District 2.042 8/1/2024		0.00	3,573.50	0.00	3,573.50
Interest	8/1/2021	513802CE6	0.00	LANCASTER REDEV AGY A 2.125 8/1/2021		0.00	6,959.38	0.00	6,959.38
Interest	8/1/2021	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	549.85	0.00	549.85



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2021, End Date: 8/31/2021

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	8/1/2021	098203VW9	0.00	Bonita Unified School District 1.054 8/1/2025		0.00	775.86	0.00	775.86
Interest	8/1/2021	250433TY5	0.00	Desert Sands Unified School District 1.544 8/1/202		0.00	2,354.60	0.00	2,354.60
Interest	8/1/2021	17741RGC6	0.00	Citrus Community College GO 0.819 8/1/2025		0.00	1,433.25	0.00	1,433.25
Interest	8/1/2021	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	391.24	0.00	391.24
Interest	8/1/2021	76124YAB2	0.00	Resource One Credit Union 1.9 11/27/2024		0.00	395.36	0.00	395.36
Interest	8/1/2021	452641JN4	0.00	Imperial Community College District 2.024 8/1/2023		0.00	5,060.00	0.00	5,060.00
Interest	8/1/2021	91435LAB3	0.00	University of Iowa Community Credit Union 3 4/28/2		0.00	624.25	0.00	624.25
Interest	8/1/2021	796720MG2	0.00	San Bernardino Community College District 2.044 8/		0.00	2,555.00	0.00	2,555.00
Interest	8/1/2021	499724AD4	0.00	Knox TVA Employee Credit Union 3.25 8/30/2023		0.00	676.27	0.00	676.27
Interest	8/1/2021	098203VV1	0.00	Bonita Unified School District 0.58 8/1/2024		0.00	426.94	0.00	426.94
Interest	8/1/2021	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	380.66	0.00	380.66
Interest	8/2/2021	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	285.50	0.00	285.50
Interest	8/3/2021	9497486Z5	0.00	WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021		0.00	332.93	0.00	332.93
Interest	8/5/2021	32117BCX4	0.00	First National Bank Dama 2.8 5/5/2023		0.00	592.14	0.00	592.14
Interest	8/7/2021	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	348.94	0.00	348.94
Interest	8/8/2021	29367SJK8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	8/8/2021	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	8/8/2021	037833EB2	0.00	Apple Inc 0.7 2/8/2026-21		0.00	1,750.00	0.00	1,750.00
Interest	8/9/2021	59452WAE8	0.00	Michigan Legacy Credit Union 3.45 11/9/2023		0.00	729.60	0.00	729.60
Interest	8/9/2021	319141HD2	0.00	First Bank of Highland 2.2 8/9/2022		0.00	2,672.85	0.00	2,672.85
Interest	8/9/2021	037833AY6	0.00	Apple Inc 2.15 2/6/2022-15		0.00	5,375.00	0.00	5,375.00
Interest	8/10/2021	25460FCF1	0.00	Direct Federal Credit Union 3.5 9/11/2023		0.00	740.18	0.00	740.18
Interest	8/10/2021	59013JZP7	0.00	Merrick Bank 2.05 8/10/2022		0.00	426.57	0.00	426.57
Interest	8/11/2021	742718EU9	0.00	Procter & Gamble Co 2.15 8/11/2022-17		0.00	5,375.00	0.00	5,375.00
Interest	8/11/2021	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	148.04	0.00	148.04



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2021, End Date: 8/31/2021

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	8/12/2021	666496AB0	0.00	Northland Area Federal Credit Union 2.6 2/13/2023		0.00	3,158.82	0.00	3,158.82
Interest	8/12/2021	43733LBF3	0.00	Home Savings Bank UT 2.85 2/12/2024		0.00	3,476.69	0.00	3,476.69
Interest	8/12/2021	594918BB9	0.00	Microsoft Corp 2.7 2/12/2025-24		0.00	6,750.00	0.00	6,750.00
Interest	8/12/2021	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	549.85	0.00	549.85
Interest	8/13/2021	66736ABP3	0.00	Northwest Bank 2.95 2/13/2024		0.00	623.86	0.00	623.86
Interest	8/13/2021	32100LBY0	0.00	First Missouri State Bank 2.85 8/14/2023		0.00	3,476.69	0.00	3,476.69
Interest	8/13/2021	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	602.72	0.00	602.72
Interest	8/13/2021	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	422.96	0.00	422.96
Interest	8/14/2021	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	8/14/2021	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	8/14/2021	45581EAR2	0.00	Industrial and Commercial Bank of China USA, NA 2.		0.00	551.42	0.00	551.42
Interest	8/15/2021	20143PDV9	0.00	Commercial Bank Harrogate 3.4 11/15/2023		0.00	719.03	0.00	719.03
Interest	8/15/2021	061785DY4	0.00	Bank of Deerfield 2.85 2/15/2024		0.00	602.72	0.00	602.72
Interest	8/15/2021	30257JAM7	0.00	FNB Bank Inc/Romney 3 1/16/2024		0.00	634.44	0.00	634.44
Interest	8/15/2021	62384RAF3	0.00	Mountain America Federal Credit Union 3 3/27/2023		0.00	624.25	0.00	624.25
Interest	8/16/2021	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	422.96	0.00	422.96
Interest	8/16/2021	33640VCF3	0.00	First Service Bank 3.3 5/16/2023		0.00	697.88	0.00	697.88
Interest	8/17/2021	219240BY3	0.00	Cornerstone Community Bank 2.6 5/17/2024		0.00	549.85	0.00	549.85
Interest	8/17/2021	50116CBE8	0.00	KS Statebank Manhattan KS 2.1 5/17/2022		0.00	436.97	0.00	436.97
Interest	8/18/2021	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	243.20	0.00	243.20
Interest	8/18/2021	00257TBJ4	0.00	Abacus Federal Savings Bank 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	8/18/2021	22766ABN4	0.00	Crossfirst Bank 2.05 8/18/2022		0.00	426.57	0.00	426.57
Interest	8/18/2021	48836LAF9	0.00	Kemba Financial Credit Union 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	8/19/2021	560507AJ4	0.00	Maine Savings Federal Credit Union 3.3 5/19/2023		0.00	697.88	0.00	697.88
Interest	8/19/2021	310567AB8	0.00	Farmers State Bank 2.35 9/19/2022		0.00	488.99	0.00	488.99



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2021, End Date: 8/31/2021

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	8/19/2021	128829AE8	0.00	Caldwell Bank & Trust Company 1.95 8/19/2024		0.00	2,388.46	0.00	2,388.46
Interest	8/20/2021	50625LAK9	0.00	Lafayette Federal Credit Union 3.5 11/20/2023		0.00	740.18	0.00	740.18
Interest	8/20/2021	32112UCW9	0.00	First National Bank of McGregor 2.85 2/21/2024		0.00	602.72	0.00	602.72
Interest	8/20/2021	90352RAC9	0.00	USAlliance Federal Credit Union 3 8/20/2021		0.00	583.97	0.00	583.97
Interest	8/21/2021	14042TCB1	0.00	Capital One Bank USA NA 2 8/21/2024		0.00	2,429.86	0.00	2,429.86
Interest	8/21/2021	33610RQY2	0.00	First Premier Bank 2.05 8/22/2022		0.00	2,490.61	0.00	2,490.61
Interest	8/22/2021	061803AH5	0.00	Bank of Delight 2.85 2/22/2024		0.00	602.72	0.00	602.72
Interest	8/22/2021	92535LCC6	0.00	Verus Bank of Commerce 2.8 2/22/2024		0.00	592.14	0.00	592.14
Interest	8/22/2021	02007GLF8	0.00	Ally Bank 1.9 8/22/2022		0.00	2,327.21	0.00	2,327.21
Interest	8/23/2021	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	433.53	0.00	433.53
Interest	8/23/2021	75472RAE1	0.00	Raymond James Bank, NA 2 8/23/2024		0.00	2,449.70	0.00	2,449.70
Interest	8/23/2021	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	412.38	0.00	412.38
Interest	8/24/2021	03753XBD1	0.00	Apex Bank 3.1 8/24/2023		0.00	645.05	0.00	645.05
Interest	8/24/2021	90348JEV8	0.00	UBS Bank USA 3.45 10/24/2023		0.00	729.60	0.00	729.60
Interest	8/25/2021	063907AA7	0.00	Bank of Botetourt 1.75 10/25/2024		0.00	370.09	0.00	370.09
Interest	8/25/2021	22230PBY5	0.00	Country Bank New York 3 1/25/2024		0.00	634.44	0.00	634.44
Interest	8/25/2021	330459BY3	0.00	FNB BANK INC 2 2/25/2022		0.00	416.16	0.00	416.16
Interest	8/26/2021	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	539.27	0.00	539.27
Interest	8/26/2021	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	348.94	0.00	348.94
Interest	8/26/2021	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	549.85	0.00	549.85
Interest	8/27/2021	39115UBE2	0.00	Great Plains Bank 2.8 2/27/2024		0.00	592.14	0.00	592.14
Interest	8/27/2021	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	222.05	0.00	222.05
Interest	8/27/2021	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	232.63	0.00	232.63
Interest	8/28/2021	080515CH0	0.00	Belmont Savings Bank 2.7 2/28/2023		0.00	561.82	0.00	561.82
Interest	8/28/2021	59828PCA6	0.00	Midwest Bank of West IL 3.3 8/29/2022		0.00	697.88	0.00	697.88
Interest	8/29/2021	01748DAX4	0.00	ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022		0.00	447.38	0.00	447.38



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2021, End Date: 8/31/2021

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	8/29/2021	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	179.76	0.00	179.76
Interest	8/31/2021	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	422.96	0.00	422.96
Interest	8/31/2021	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	243.20	0.00	243.20
Interest	8/31/2021	29278TCP3	0.00	Enerbank USA 3.2 8/30/2023		0.00	665.86	0.00	665.86
Interest	8/31/2021	67054NAM5	0.00	Numerica Credit Union 3.4 10/31/2023		0.00	719.03	0.00	719.03
Interest	8/31/2021	91282CBQ3	0.00	T-Note 0.5 2/28/2026		0.00	2,500.00	0.00	2,500.00
Interest	8/31/2021	06426KAM0	0.00	Bank of New England 3.2 7/31/2023		0.00	671.30	0.00	671.30
Interest	8/31/2021	98138MAB6	0.00	Workers Credit Union 2.55 5/31/2022		0.00	530.61	0.00	530.61
Interest	8/31/2021	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	2,566.11	0.00	2,566.11
<b>Subtotal</b>			<b>0.00</b>			<b>0.00</b>	<b>135,318.05</b>		<b>135,318.05</b>
<b>Total Interest/Dividends</b>			<b>0.00</b>			<b>0.00</b>	<b>135,318.05</b>		<b>135,318.05</b>
<b>Sell Transactions</b>									
Matured	8/1/2021	513802CE6	655,000.00	LANCASTER REDEV AGY A 2.125 8/1/2021	0.00	655,000.00	0.00	0.00	655,000.00
Matured	8/3/2021	9497486Z5	245,000.00	WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021	0.00	245,000.00	0.00	0.00	245,000.00
Matured	8/20/2021	90352RAC9	245,000.00	USAlliance Federal Credit Union 3 8/20/2021	0.00	245,000.00	0.00	0.00	245,000.00
<b>Subtotal</b>			<b>1,145,000.00</b>			<b>1,145,000.00</b>	<b>0.00</b>		<b>1,145,000.00</b>
Withdraw	8/16/2021	LAIF6000Q	2,000,000.00	Local Agency Investment Fund LGIP	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	8/31/2021	OAKVALLEY0670	15,241,814.38	Oak Valley Bank Cash	0.00	15,241,814.38	0.00	0.00	15,241,814.38
<b>Subtotal</b>			<b>17,241,814.38</b>			<b>17,241,814.38</b>	<b>0.00</b>		<b>17,241,814.38</b>
<b>Total Sell Transactions</b>			<b>18,386,814.38</b>			<b>18,386,814.38</b>	<b>0.00</b>		<b>18,386,814.38</b>



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 5, 2021

**Departments: Public Health**

**TIME REQUIRED**

**SUBJECT** COVID-19 WeVax Funding Award  
and Appropriations Increase Request  
for FY 2021-22 Public Health Budget

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

The WeVax+ grant funding opportunity is for vaccine-related services to increase vaccination rates amongst communities that the COVID-19 pandemic has disproportionately burdened. This item requests authorization to execute the grant agreement and increase appropriations by \$350,000 in the public health budget, paid for with the new grant in support the County's response to COVID-19.

### RECOMMENDED ACTION:

1) Approve increasing appropriations in the amount of \$350,000 in the public health budget, funded with new grant revenues to support the public health response to COVID-19 (requires 4/5ths vote approval); and 2) Authorize the Public Health Director, Bryan Wheeler, to sign the Subcontract Agreement, Non-disclosure Certificate, and Conflict of Interest.

### FISCAL IMPACT:

There is no impact to the County General Fund. \$350,000 in additional expenditures for the 2021-2022 fiscal year paid for with \$350,000 in new grant revenues.

**CONTACT NAME:** Bryan Wheeler

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

### SEND COPIES TO:

Bryan Wheeler, Stephanie Butters, Finance

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">Staff report</a>
<a href="#">Grant Agreement</a>
<a href="#">Grant Budget</a>

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/27/2021 5:53 PM	County Counsel	Yes
9/22/2021 12:20 PM	Finance	Yes
10/1/2021 4:21 PM	County Administrative Office	Yes



# MONO COUNTY HEALTH DEPARTMENT

## Public Health

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

DATE: October 5, 2021  
TO: Honorable Board of Supervisors  
FROM: Bryan Wheeler, Public Health Director  
SUBJECT: COVID-19 WeVax+ Grant Funding

### **Recommendation:**

Approve the following actions:

1. Approve increasing appropriations in the amount of \$350,000 in the public health budget, funded with new grant revenues to support the public health response to COVID-19 (requires 4/5ths vote approval).
2. Authorize the Public Health Director, Bryan Wheeler, to sign the Subcontract Agreement, Non-disclosure Certificate, and Conflict of Interest.

### **Discussion:**

The WeVax+ funding opportunity is for vaccine-related services to increase vaccination rates amongst communities that the COVID-19 pandemic has disproportionately burdened. The California Government Operations Agency (GovOps) has selected Public Health Institute (PHI) to serve as a fiscal intermediary for this funding, and the state has allocated \$350,000 to Mono County.

Funding will support conducting vaccine outreach and registration, addressing critical barriers for the specified population to get vaccinated, and large outreach events in the county, including testing, vaccination, and educational materials.

### **Fiscal Impact:**

There is no impact to the County General Fund.

\$350,000 in additional expenditures for the 2021-2022 fiscal year paid for with \$350,000 in new grant revenues. No new positions, permanent or otherwise, are being considered with this new grant.

It is anticipated that \$100,000 will be assigned for consultants, \$164,000 for direct costs, including vaccine incentives, \$55,000 in new vehicles, to be brought back separately through Motor Pool, and the remainder in Indirect expenditures.

Submitted by Bryan Wheeler, Public Health Director



**SUBCONTRACT AGREEMENT**

**AGREEMENT NUMBER:** AR03905

**PERIOD OF PERFORMANCE:** July 1, 2021 through February 28, 2022

**TOTAL AMOUNT:** \$350,000.00

**PRIME CONTRACT RECITALS**

**PRIME CONTRACT FUNDING AGENCY:** Government Operations Agency

**PRIME CONTRACT NUMBER:** GOVOPS-C2054

**SUBCONTRACTOR INFORMATION**

**MONO COUNTY PUBLIC HEALTH**

37 Emigrant Street  
Bridgeport, CA 93517  
Tel: 760-709-6765

**AUTHORIZED REPRESENTATIVE**

Bryan Wheeler, Public Health Director  
Email: [bwheeler@mono.ca.gov](mailto:bwheeler@mono.ca.gov)  
Tel: 760-924-1835

**PRIME CONTRACTOR INFORMATION**

**PUBLIC HEALTH INSTITUTE**

555 12<sup>th</sup> Street, Suite 290  
Oakland, CA, USA 94607  
Tel: 510-285-5500

**AUTHORIZED REPRESENTATIVE**

Matthew Marsom, Sr. VP of Public Policy & Programs  
Email: [Matthew.Marsom@phi.org](mailto:Matthew.Marsom@phi.org)  
Tel: 510-285-5540

**PROGRAM REPRESENTATIVE**

Aver Wishum, Program Manager  
Email: [AWishum@phi.org](mailto:AWishum@phi.org)  
Tel: 909-968-6446

**ADMINISTRATIVE REPRESENTATIVE**

Diana Duong, Grants & Contracts Specialist  
Email: [diana.duong@phi.org](mailto:diana.duong@phi.org)  
Tel: 510-285-5562

The Public Health Institute (PHI) hereby enters into this Subcontract as outlined within the attached clauses and exhibits. PHI is hereafter referred to as “PHI” and Mono County Public Health is hereafter referred to as “Subcontractor.” The Subcontractor agrees to perform the services and submit required deliverables according to the terms and subject to the conditions outlined within this Subcontract.

**SUBCONTRACTOR SIGNATURE**

\_\_\_\_\_  
Bryan Wheeler Date  
Public Health Director

**PUBLIC HEALTH INSTITUTE**

\_\_\_\_\_  
Matthew Marsom Date  
Sr. VP of Public Policy & Programs  
Administration

**SUBCONTRACT AGREEMENT  
BETWEEN  
PUBLIC HEALTH INSTITUTE  
AND  
MONO COUNTY PUBLIC HEALTH**

1. **PERIOD OF PERFORMANCE:** The period of performance for work outlined in this Subcontract is expected to start and end as follows unless amended by both parties:
  - Start Date: July 1, 2021
  - End Date: February 28, 2022
2. **SCOPE OF WORK:** Subcontractor will provide the services and complete the deliverables as outlined in Exhibit A (Scope of Work).
3. **TOTAL AMOUNT:** The maximum amount payable under this Subcontract is for the amount of \$350,000.00 to be paid in accordance with Exhibit B (Payment Schedule).
4. **PAYMENT AND INVOICING:** Subcontractor will invoice PHI for services rendered in accordance with Exhibit A (Scope of Work) and according to Exhibit B (Payment Schedule). Upon approval by the PHI's Program Representative of the Subcontractor's invoices, PHI will reimburse Subcontractor up to the total amount specified above. The average time to receive payment is approximately 30 days to allow time for processing by the PHI Program and PHI's Accounts Payable. PHI will have no obligation to pay Subcontractor for invoices submitted more than 30 days after the date of expiration of this Agreement. The invoice will be on letterhead and include: Agreement Number, Subcontractor Name, Subcontractor Mailing Address, Subcontractor Telephone, Invoice Number, Invoice Period, and Signature. Invoices must include a description of deliverables completed and payment amount due for those deliverables as described in Exhibits A and B. **Invoices must be submitted directly to Aver Wishum ([awishum@phi.org](mailto:awishum@phi.org)), your Program Representative listed on page 1.**
5. **ALLOWABLE COSTS:** The allowability of Subcontractor's costs will be determined in accordance with 2 CFR 200. All payments should be considered provisional and subject to adjustment pending review and audit results. If any cost under this contract are determined otherwise to be unallowable they will be deducted from subsequent payments due to Subcontractor or Subcontractor will refund such amounts to PHI on demand. Any unused funds at the end of this Subcontract shall be returned to PHI.
6. **INDIRECT COSTS:** Subcontractor may apply up to 10% of the total amount payable under this Subcontract to indirect costs if indirect costs are part of Subcontractor's usual accounting procedures, or apply indirect costs in accordance with its Negotiated Indirect Cost Rate Agreement (NICRA), if applicable.
7. **BUDGET CONTINGENCY:** It is mutually agreed that if the funding for the current budget period or any subsequent budget periods is reduced or deleted by the Funder, PHI shall have the option to either terminate this Agreement with no liability occurring to PHI or offer to amend this Agreement to reflect the reduced funding.

8. **RECORD RETENTION & INSPECTION:** Subcontractor will preserve and retain all of its financial records, supporting documents, statistical records and all other books, documents, papers, and other records pertinent to this agreement, whether preserved or retained in paper form, electronically or otherwise, for the record retention periods specified in 22 CFR §226.53. Subcontractor will make the aforementioned financial and other records available to PHI and any of their duly authorized representatives for the purpose of audit, examination, excerpt, copying, and transcription (copying and transcription shall be at PHI's or the Government's expense) at mutually agreed upon times during normal business hours. Subcontractor will grant the aforementioned parties timely and reasonable access at mutually agreed upon dates and times to Subcontractor personnel for the purpose of interview and discussion related to such financial and other records. The rights of access in this section are not limited to the required retention period, but will last as long as records are retained.
9. **AUDIT FILING COMPLIANCE:** Subcontractor will comply with the federal audit requirements of 2 CFR 200, Subpart F, 200.501, if applicable, including providing a copy of its reporting package to PHI if required by the circular. Subcontractor will take appropriate and timely action to follow up and correct all audit findings.
10. **FFATA REPORTING:** Subcontractor will furnish its Data Universal Numbering System (DUNS) number to PHI and Subcontractor will comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Pub. L. 109-282), as amended, and 2 CFR part 170, "Reporting Subaward and Executive Compensation Information."
11. **COPYRIGHT:** Any copyrightable works made by Subcontractor under this contract will be and are hereby assigned to PHI as its sole and exclusive property. If requested by PHI, Subcontractor will assist PHI, at its expense, during and after the expiration or termination of this contract, to obtain and enforce copyright and other protections for these works
12. **RIGHTS IN DATA:** PHI shall have the right to obtain, reproduce, disclose, or otherwise use data first produced by Subcontractor under this Subcontract agreement for education and research purposes only and the funding agency shall have the rights set forth in 45 CFR Sec. 74.36(c) and (d).
13. **PUBLICATIONS:** Subcontractor will not publish any journal articles or other materials that disclose the objectives, contents, methods, or results of work hereunder without the prior written authorization of PHI. Subcontractor will not issue press releases or any public announcements without prior approval and you will send to PHI copies of all papers, manuscripts and other materials which you may produce that are related to this grant. Subcontractor will incorporate the requirements of this clause in all lower tier agreements.
14. **INDEPENDENT CONTRACTOR:** Subcontractor is an independent contractor, not an employee of PHI or the Funding Agency, if applicable. Subcontractor agrees that it is ineligible for PHI employee benefits and agrees to be exclusively responsible for income tax payments, social security, unemployment insurance, worker's compensation insurance, etc.

15. **CONFIDENTIALITY:** Subcontractor agrees to hold in strict confidence and not disclose or permit others to disclose to any third party, except as authorized in writing by PHI, confidential or proprietary information or materials disclosed to Subcontractor by PHI in the course of providing services under this Agreement. All PHI confidential information will be clearly marked “Confidential” and will be sent to Subcontractor’s Authorized Representative. Subcontractor will incorporate the requirements of this clause in all lower tier agreements, if applicable.
16. **INDEMNIFICATION:** Each party agrees to indemnify, defend and hold harmless the other party and its directors, officers, members, employees, contractors and agents, and Subcontractor agrees to indemnify, defend and hold harmless the Funding Agency, if any, from and against any and all claims, losses, damages, costs, expenses or other liability resulting directly or indirectly from any intentional, grossly negligent or negligent act or failure to act by the indemnifying party’s directors, officers, employees or agents in the performance of this Agreement, including without limitation any accident or injury to persons or property or any liability for copyright, patent or trademark infringement. The parties’ obligations under this section will survive the expiration or termination of this Agreement until all claims involving any of the indemnified matters are fully and finally resolved or barred by applicable statutes of limitation.
17. **LIMITATION OF LIABILITY:** Neither party will be liable to the other for any indirect, incidental, special, consequential, or punitive damages, whether caused by negligence or otherwise.
18. **INSURANCE AND LICENSES:**
- a. Subcontractor will possess and maintain all necessary licenses, permits, certificates, minimum legal liability insurance coverage and credentials required by the laws of the United States, the State of California, the County of Subcontractor’s domicile, and all other appropriate governmental agencies. Subcontractor’s failure to maintain the licenses, permits, certificates, insurance and credentials may be deemed by PHI to be a material breach of this agreement and may constitute grounds for PHI’s termination. Subcontractor will provide PHI with a copy of insurance upon request.
  - b. Subcontractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract. If Subcontractors will not have any commercially owned vehicles used during the life of this Agreement, by signing this Agreement, the Subcontractor certifies that the Subcontractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The Funder and PHI reserve the right to request proof at any time.

19. **NONDELINQUENCY ON FEDERAL DEBT:** Subcontractor represents to the best of its knowledge that it is not delinquent in repaying any federal debt.
20. **INCORPORATION BY REFERENCE:** All provisions of the prime contract that are applicable to this Subcontractor are incorporated by reference in Exhibit C (Prime Contract Clauses) and Subcontractor will comply with them in all respects. Subcontractor expressly waives any right to further notification or explanation of prime contract provisions. If any of the prime contract provisions directly and irreconcilable conflict with any other provisions of this Subcontract, the prime contract will take precedence. Subcontractor will incorporate the requirements of this section into lower-tier agreements.
21. **CONFLICT OF INTEREST:** If applicable, Subcontractor certifies that it maintains an appropriate, written enforced policy on conflict of interest that complies with 42 CFR part 50, Subpart F, and further certifies that it will comply with that policy and the requirements of the regulations. Subcontractor shall report any financial conflict of interest to PHI's Administrative Representative, in accordance with Exhibit D (PHI's Conflict of Interest Form). Any financial conflicts of interest identified shall subsequently be reported to the funder. Such report shall be made before expenditure of funds authorized in this Subcontract and within 45 days of any subsequently identified financial conflict of interest. Reports of financial conflicts of interest shall include the information listed in 42 CFR 50.605(b)(3)(i)-(vi). Subcontractor shall report to the PHI's Administrative Representative within 45 days when a financial conflict of interest no longer exists. Subcontractor shall report to the PHI's Administrative Representative within 90 days of learning of noncompliance requiring retrospective review if bias was identified. The report shall include the information listed in 42 CFR 50.605(a)(3)(B) (1)-(9).
22. **TERMINATION:** PHI may suspend or terminate this agreement at any time by giving 10 days written notice of suspension or termination to Subcontractor if the prime contract is suspended or terminated in whole or in relevant part, or if Subcontractor materially fails to comply with any of the terms and conditions of this agreement. Either party may terminate this agreement without cause upon 30 days written notice to the other party. If Subcontractor sends or receives a notice of suspension or termination, Subcontractor will cancel as many outstanding obligations as possible. On the date of suspension or termination, Subcontractor will stop work and Subcontractor will not incur any new obligations. In the case of termination without cause or termination resulting from suspension or termination of the prime contract, PHI will pay Subcontractor for costs incurred prior to the date of suspension or termination, including un-cancellable obligations.
23. **DEBARMENT CERTIFICATION:** Subcontractor will comply with 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions, which is incorporated herein by reference. Subcontractor certifies by signing this Subcontract that neither it nor its principals (including research personnel) participating directly or indirectly in the performance of this project are presently debarred, suspending, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Subcontractor certifies that it is not listed as debarred or suspended in [www.sam.gov](http://www.sam.gov).

Subcontractor will incorporate the requirements of this section in all non-exempt lower tier Subcontracts. Subcontractor will query [www.sam.gov](http://www.sam.gov) for all non-exempt lower-tier covered transactions.

24. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertaining compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
25. **WHISTLEBLOWER/ENHANCEMENT OF CONTRACTOR PROTECTION FROM REPRISAL FOR DISCLOSURE OF CERTAIN INFORMATION:** Subcontractor and employees working on this Agreement will be subject to the whistleblower rights and remedies under 41 U.S.C. 4712 as implemented under 48 CFR Subpart 3.9. Subcontractor will inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.9 of the Federal Acquisition Regulation. Subcontractor will insert the substance of this clause in all lower-tier agreements over the simplified acquisition threshold.
26. **LOBBYING CERTIFICATION:** If this Agreement exceeds \$100,000, Subcontractor certifies that to the best of its knowledge and belief no federal appropriated funds have been or will be paid by it or on its behalf to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, award, extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative Subcontract, provided that if any funds other than federal appropriated

funds (including profit or fee received under a covered federal transaction) have been or will be paid to any person for the above-noted purposes in connection with this, Subcontractor will complete and submit to PHI OMB Standard Form LLL “Disclosure of Lobbying Activities.” Subcontractor will incorporate the requirements of this clause in all nonexempt lower tier Agreements and require Subcontractor to certify and disclose to it, and forward their disclosures to PHI.

27. **CLEAN AIR AND WATER:** Subcontractor awarded funds in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
28. **ASSURANCE OF COMPLIANCE:** Subcontractor certifies that it will comply with all applicable federal statutes, regulations, and policies (including income tax regulations), and all applicable state and local laws and ordinances. In addition, Subcontractor represents that it has an Assurance of Compliance with the following statutes on file with the HHS Office of Civil Rights: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975. Animal Welfare: all Subcontractor organizations are required to comply, as applicable, with the regulations (9CFR, Subchapter A) issued by the U.S. Department of Agriculture under the Animal Welfare Act, as amended, 7 U.S.C. 2131 et seq., and other Federal statutes and regulations relating to animals. Drug Free Workplace: the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et. Seq.) requires all organizations receiving awards from any Federal agency agree to maintain a drug-free workplace. Inclusiveness of Women and Minorities in Research Design. Supported Clinical research must conform to the NIH Policy and Guidelines on the Inclusion of Women and Minorities as Subjects in Clinical Research in accord with section 492B of the PHS Act, added by the NIH Revitalization Act of 1993.
29. **REPRESENTATIONS:** Subcontractor represents that services will be performed in a good and workmanlike manner, free from defects, and by personnel with the requisite skill, qualifications, and licenses.
30. **EXCUSABLE DELAY:** If Subcontractor is delayed in the performance its obligations by reason of labor troubles, power failure, acts of government, acts of God or the public enemy, or any other reasons or causes beyond its reasonable control, performance will be excused for the period of delay and, if agreed to in writing by the parties, the Subcontract will be extended for a period equivalent to the delay.
31. **INTERFERING CONDITIONS:** Subcontractor agrees to promptly notify PHI of any condition that might interfere with this Subcontract. Notification will not relieve Subcontractor of any responsibilities hereunder.
32. **GOVERNING LAW:** The validity, construction, and effect of this Subcontract will be governed by the laws of the United States of America and the State of California.

33. **SEVERABILITY:** If any provision of this Subcontract is held in conflict with law, the validity of the remaining provisions will not be affected.
34. **DISPUTES AND ARBITRATION:** Any controversy or claim arising out of or relating to this Subcontract, or the breach thereof, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the arbitrator's award may be entered in any court having jurisdiction.
35. **ATTORNEY'S FEES:** If any action or proceeding including arbitration is brought by either party against the other under this Subcontract, the prevailing party will be entitled to recover court costs and the fees of its attorneys in such action or proceeding in such amount as the court or arbitrator finds reasonable.
36. **NON-ASSIGNMENT:** This Subcontract is not assignable by Subcontractor without the prior written consent of PHI.
37. **APPLICABILITY TO LOWER-TIER VENDORS AND SUPPLIERS:** Subcontractor will require its Subcontractor, suppliers, employees, consultants and agents to comply with the applicable provisions of this Subcontract.
38. **SURVIVAL OF OBLIGATIONS:** Expiration or termination of this Subcontract will not extinguish any previously-acrued rights or obligations of the parties.
39. **NOTICES:** Any notice given by any of the parties will be sufficient only if in writing to the PHI Administrative Representative and by/to the Subcontractor's Authorized Representative named on the cover page of this agreement.
40. **ENTIRE AGREEMENT:** This is the entire agreement between the parties. It supersedes all prior oral or written agreements or understandings and it may be amended only in writing.
41. **AUTHORIZATION:** Subcontractor represents and warrants that s/he is fully authorized and empowered to enter into this agreement and that the performance of the obligations under this agreement will not violate any agreement between Subcontractor and any other person, firm, or organization.

## EXHIBIT A SCOPE OF WORK & DELIVERABLES

### I. Background & Objectives:

California continues to face the ongoing COVID-19 pandemic. Providing access to vaccines to all Californians, particularly those in communities that have been disproportionately burdened by the COVID-19 pandemic, and who may have limited access to quality health care, is critical to the state's ability to fully reopen its economy. Additionally, overcoming vaccine hesitancy amongst certain demographic groups is another important factor that must be addressed for the state to achieve its vaccine related goals. Accordingly, and in the interest of public health, it is critical to provide increased vaccine-related services to the state's historically underserved communities.

The objectives of this program are to: (1) Promote awareness about the state's vaccine efforts and the process to get vaccinated; (2) Publicize locations where the public may receive information regarding COVID-19 vaccines in their native language and assistance in signing up for a vaccine appointment; (3) Increase access to vaccines in communities that have been disproportionately burdened by the COVID-19 pandemic by funding local community health care providers, home health care providers, and establishing mobile vaccination capabilities; (4) Focus funding and efforts in geographic areas and within demographic populations who are least likely to have access to vaccines services, health care, and/or have a high hesitancy towards getting a vaccine.

In working towards these objectives, Subcontractor will provide the following vaccine-related service(s):

**Community Health Care Providers**

Subcontractor will provide vaccine-related services aimed at increasing vaccination uptake in the communities it serves and in communities highly impacted by COVID-19. Subcontractor will report on the below objectives and the outcomes of each in its progress report and final report. Reporting regarding the use of subcontract funds must include specific details on actions performed related to any targeted zip codes.

	<b>Objectives</b>	<b>Targeted Zip Codes (Subcontractor to complete)</b>
1	Promote awareness about the state’s vaccine efforts and the process to get vaccinated.	93546 93517
2	Publicize locations where the public may receive information regarding COVID-19 vaccines in their native language and assistance in signing up for a vaccine appointment.	93546 93517 96107 93512
3	Increase access to vaccines in communities that have been disproportionately burdened by COVID-19.	93546 93517
4	Focus efforts in geographic areas and within demographic populations who are least likely to have access to vaccines services, health care, and/or have high rates of vaccine hesitancy.	93546 93517

Subcontractor should track and report on all of the metrics below that are applicable to the services being provided:

- Number of individuals vaccinated
- Number of individuals reached by vaccine outreach
- Number of languages used by subcontractor to create vaccine outreach materials
- Number of languages used by subcontractor to speak with individuals during vaccine outreach

Please check off the activities that you will engage in to support the above objectives:

- Hiring and/or training more or new staff
- Increasing vaccination throughput, streamlining processes, and/or expanding operations to meet vaccine demand
- Providing registration services, education, and/or canvassing to address barriers for vaccination
- Additional activities (to be completed by subcontractor):  
one large outreach event in Mammoth Lakes and one in Bridgeport. These events will include testing, vaccination, and educational materials.

**Mobile Vaccination**

Subcontractor will increase vaccination uptake in communities highly impacted by COVID-19 through mobile vaccination services. Subcontractor will report on the below objectives and the outcomes of each in its progress report and final report. Reporting regarding the use of subcontract funds must include specific details on actions performed related to any targeted zip codes.

	<b>Objectives</b>	<b>Targeted Zip Codes (Subcontractor to complete)</b>
1	Promote awareness about the state’s vaccine efforts and the process to get vaccinated.	93546 93517
2	Publicize locations where the community may receive information regarding mobile vaccinations in their native language and assistance in signing up for a vaccine appointment.	93546 93517 96107 93512
3	Increase access to vaccines in communities that have been disproportionately burdened by COVID-19.	93546 93517
4	Focus efforts in geographic areas and within demographic populations who are least likely to have access to vaccines services, health care, and/or have high rates of vaccine hesitancy.	93546 93517

Subcontractor should track and report on all of the metrics below that are applicable to the services being provided:

- Number of individuals vaccinated
- Number of individuals reached by vaccine outreach
- Number of languages used by subcontractor to create vaccine outreach materials
- Number of languages used by subcontractor to speak with individuals during vaccine outreach
- Number of mobile vaccine clinics launched by subcontractor
- Number of days mobile vaccine clinics providing vaccines

Please check off the activities that you will engage in to support the above objectives:

- Hiring and/or training more or new staff
- Increasing vaccination throughput, streamlining processes, and/or expanding operations to meet vaccine demand
- Additional activities (to be completed by subcontractor):  
one large outreach event in Mammoth Lakes and one in Bridgeport. These events will include testing, vaccination, and educational materials

**Outreach, Registrations, and Supports**

Subcontractor will increase vaccination uptake in the communities it serves and those hardest hit by COVID-19 through outreach, education, vaccine registration, and support. Subcontractor will report on the below objectives and the outcomes of each in its progress report and final report. Reporting regarding the use of subcontract funds must include specific details on actions performed related to any targeted zip codes.

	<b>Objectives</b>	<b>Targeted Zip Codes (Subcontractor to complete)</b>
1	Promote awareness about the state’s vaccine efforts and the process to get vaccinated.	93546 93517
2	Publicize locations where the community may receive information regarding COVID-19 vaccines in their native language and assistance in signing up for a vaccine appointment.	93546 93517 96107 93512
3	Increase access to vaccines in communities that have been disproportionately burdened by COVID-19.	93546 93517
4	Focus efforts in geographic areas and within demographic populations who are least likely to have access to vaccines services, health care, and/or have high rates of vaccine hesitancy.	93546 93517

Subcontractor should track and report on all of the metrics below that are applicable to the services being provided:

- Number of individuals reached by vaccine outreach
- Number of languages used by subcontractor to create vaccine outreach materials
- Number of languages used by subcontractor to speak with individuals during vaccine outreach
- Number of vaccine providers supported or engaged

Please check off the activities that you will engage in to support the above objectives:

- Hiring and/or training more or new staff to support registration, education, and/or canvassing
- Conducting vaccine outreach, registration, education, and or canvassing for vaccine provider(s). If you know the specific provider(s) you will be supporting, list those here:

---

- Addressing key barriers for the specific population to get vaccinated
- Additional activities (to be completed by subcontractor):  
one large outreach event in Mammoth Lakes and one in Bridgeport. These events will include testing, vaccination, and educational materials

**II. Deliverables & Milestones:**

<b>No.</b>	<b>Deliverable/Milestone</b>	<b>Timeline/Due Date</b>
<b>1</b>	Progress Report	November 15, 2021
<b>2</b>	Final Report	February 28, 2022

**EXHIBIT B  
PAYMENT SCHEDULE**

The Subcontractor will be paid the total amount of \$350,000.00 as follows:

<b>No.</b>	<b>Deliverable/Milestone</b>	<b>Due Date</b>	<b>Amount</b>
<b>1</b>	Upon fully executed subcontract	TBD	\$ 315,000.00
<b>2</b>	Submission of progress report	11/15/21	\$ 0
<b>3</b>	Submission of final report	2/28/2022	\$ 0
<b>4</b>	Submission of final invoice	3/15/2022	\$ 35,000.00
<b>Total Amount</b>			<b>\$ 350,000.00</b>

Any unused funds at the end of this Subcontract shall be returned to PHI.

**EXHIBIT C**  
**PRIME CONTRACT CLAUSES**

1. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
  - A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - B. b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
  
2. **PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION**
  - A. Contractor shall impose all the requirements of this provision on all of its officers, employees and subcontractors with access to Confidential Information. Contractor, including all of its officers, employees and subcontractors with access to Confidential Information will sign the Non-Disclosure Agreement (Exhibit C-1) and return it to GovOps prior to accessing Confidential Information.
  
  - B. "Confidential Information" means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255, public social services client information described in California Welfare and Institutions code section 10850, and "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of GovOps, California Department of Public Health (CDPH), or the Governor's Office (GO).
  
  - C. Contractor shall take all necessary measures to protect Confidential Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include but are not limited to: password protection of electronic data, required two-factor authentication, secure transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Contractors

shall also apply appropriate security patches and upgrades and keep virus software up to date on all systems on which Confidential Information may be used.

- D. Contractor shall ensure that all media, including electronic media, containing Confidential Information, to which it is given access is protected at the level of the most confidential or sensitive piece of data on the media.
- E. Contractor and employees allowed access to Confidential Information shall be limited to those persons with a demonstrable business need for such access. Contractor shall maintain a current listing of all Contractor and employees with access to Confidential Information.
- F. Contractor shall notify GovOps within twenty-four (24) hours from Contractor's confirmation of a security breach, if a security breach involving Confidential Information occurs or if Contractor becomes legally compelled to disclose any Confidential Information.
- G. At or before the termination date of the Contract, Contractor shall either destroy all Confidential Information in accordance with approved methods of confidential destruction; or return all Confidential and Sensitive Information to GovOps.

### **3. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant

- or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - H. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction

by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Compliance with the Contract Work Hours and Safety Standards Act.

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (C)(a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (C)(a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (C)(a) of this section.
- C. Withholding for unpaid wages and liquidated damages. GovOps shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (C)(b) of this section.
- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (C)(a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (C)(a) through (d) of this section.

**EXHIBIT C-1  
NON-DISCLOSURE CERTIFICATE**

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the Protection of Confidential and Sensitive Information, Special Terms and Conditions. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the Protection of Confidential and Sensitive Information, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with Special Terms and Conditions. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Signed: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Representing (give name of Contractor/Affiliate):

\_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT D  
CONFLICT OF INTEREST

STATEMENT OF SIGNIFICANT FINANCIAL INTERESTS

If you determine that you have no reportable significant financial interests, complete Section I Negative Declaration.

If you determine that you have reportable significant financial interests, complete Section II. Report each interest separately. Specify the owner of the interest (e.g. investigator, spouse, dependent child) and nature of the interest (e.g., "250 shares of Biotech Co., fair market value \$12,000" or "expected annual salary of \$36,000 from Techno Corporation"). Do not report financial interests not within the definition of "Significant Financial Interest." For travel, report the purpose of the trip, the identity of the sponsor/organizer, the destination, and the duration of the trip. Specify how each Significant Financial Interest would reasonably appear to be related to the Investigator's institutional responsibilities or to be affected by the PHS-funded research, or how the financial interests of the entity in which you have a significant financial interest would reasonably appear to be affected. Do not report Significant Financial Interests that do not reasonably appear to be affected. Sign the declaration and return this form. Fax and scanned submissions are acceptable.

I. NEGATIVE DECLARATION

I declare that to the best of my knowledge and belief I have no reportable Significant Financial Interests:

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

II. AFFIRMATIVE DECLARATION

I declare to the best of my knowledge and belief I have the following reportable Significant Financial Interests:

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
-Continue on additional pages as needed-

**Organization: County of Mono**  
**Period of Performance: 07/01/2021 to 02/28/2022**

SUMMARY BUDGET		
BUDGET LINES	TOTAL BUDGET AMOUNT	
PERSONNEL AND FRINGE BENEFITS	\$0	TRUE
CONSULTANTS AND SUBAWARDS	\$100,000	TRUE
EQUIPMENT AND SUPPLIES	\$54,780	TRUE
OTHER DIRECT COSTS/INCLUDING VACCINE INCENTIVES	\$163,402	TRUE
INDIRECT COSTS	\$31,818	TRUE
<b>TOTAL ESTIMATED COST</b>	<b>\$350,000</b>	TRUE

*This tab will populate automatically. Please complete the detailed budget and check back to make sure that all columns above are noted as "TRUE"*

Organization: County of Mono  
 Period of Performance: 07/01/2021 to 02/28/2022

LINE ITEM DETAIL	BUDGET NOTES			ANNUAL COST
<b>PERSONNEL AND FRINGE BENEFITS</b>				
		Salary	% of FTE	
		<b>Total Salary Requested</b>		<b>\$0.00</b>
		<b>Fringe Benefits %</b>	0%	<b>\$0.00</b>
		<b>TOTAL PERSONNEL AND FRINGE BENEFITS</b>		<b>\$0.00</b>
<b>CONSULTANTS AND SUBAWARDS</b>				
		Hourly Rate or Cost	Hours or Units	
Consultant (Event Coordinator)	for County Hosted Vaccination, Testing, & Outreach Event (1 in Mammoth Lakes & 1 in Bridgeport)	\$50,000.00	2	\$100,000.00
		<b>TOTAL CONSULTANTS AND SUBAWARDS</b>		<b>\$100,000.00</b>
<b>EQUIPMENT AND SUPPLIES</b>				
		Cost	Quantity	
Vehicle - SUV	Subaru Outback per Quote	\$28,417.00	1	\$28,417.00
Vehicle - SUV	Subaru Forester per Quote	\$26,363.00	1	\$26,363.00
		<b>TOTAL EQUIPMENT AND SUPPLIES</b>		<b>\$54,780.00</b>
<b>OTHER DIRECT COSTS/INCLUDING VACCINE INCENTIVES</b>				
		Cost	Quantity	
Incentives	\$50 gift cards x 2000 vaccinations	\$100,000.00	1	\$100,000.00
Incentives	T-shirts, bags, backpacks, give-aways, etc.	\$63,401.82	1	\$63,401.82
		<b>TOTAL OTHER DIRECT COSTS</b>		<b>\$163,401.82</b>
<b>INDIRECT COSTS</b>				
		Total Direct Cost	IDC Rate	
Indirect Cost Rate Agreement Rate	**Not to exceed 10% unless NICRA is presented**	\$318,181.82	10.00%	\$31,818.18
		<b>TOTAL INDIRECT COSTS</b>		<b>\$31,818.18</b>
<b>TOTAL ESTIMATED COST</b>				<b>\$350,000.00</b>



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 5, 2021

**Departments: Behavioral Health**

**TIME REQUIRED**

**SUBJECT** Substance Abuse Block Grant  
Supplemental Funding County  
Application

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Proposed County Application to the Department of Health Care Services pertaining to Substance Abuse Prevention and Treatment Block Grant (SABG) Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) & American Rescue Plan Act (ARPA) Supplemental Funding.

---

### RECOMMENDED ACTION:

Approve and authorize Behavioral Health Director to sign the County Application Enclosure X: Substance Abuse Prevention and Treatment Block Grant (SABG) Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) & American Rescue Plan Act (ARPA) Supplemental Funding Allocation & Enclosure Instructions on behalf of the County.

---

### FISCAL IMPACT:

Through the CRRSAA funding opportunity, MCBH will receive \$206,099.30 to be spent from July 1, 2020 – December 31, 2022. Through the ARPA funding opportunity, MCBH will receive \$192,022.43 to be spent from September 1, 2021 – June 30, 2025.

---

**CONTACT NAME:** Robin Roberts

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

---

### SEND COPIES TO:

jworkman@mono.ca.gov

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download
<a href="#">Staff Report</a>
<a href="#">County Application - Enclosure X</a>
<a href="#">Program Narratives and Workbooks</a>

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/27/2021 5:47 PM	County Counsel	Yes
9/30/2021 11:59 AM	Finance	Yes
10/1/2021 4:16 PM	County Administrative Office	Yes



**MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT**

---

**COUNTY OF MONO**

---

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

**TO:** Mono County Board of Supervisors

**FROM:** Robin Roberts, Director, Mono County Behavioral Health

**DATE:** September 14, 2021

**SUBJECT:**

Substance Abuse Block Grant Supplemental Funding County Application

**RECOMMENDED ACTION:**

Approve and authorize Behavioral Health Director to sign the Substance Abuse Prevention and Treatment Block Grant (SABG) Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) & American Rescue Plan Act (ARPA) Supplemental Funding Allocation & Enclosure Instructions on behalf of the County.

**DISCUSSION:**

This County Application represents SABG funding awarded to California through CRRSAA and ARPA administered by the Department of Health Care Services. Based on an assessment of local need, allowable expenditures, and staff capacity, Mono County Behavioral Health (MCBH) proposes using this funding for a substance use prevention campaign, an expansion of wellness programming, an expansion of residential treatment capacity, and to sustain its transitional housing facility. MCBH does not have a "Friday Night Live" program, so is unable to access those set-aside funds at this time.

For further detail on the planned programs, please see the included Narratives and Workbooks document that will be submitted to the Department of Health Care Services with the executed County Application Enclosure X. Please also note that MCBH received an extension from DHCS on submitting its application for these funds.

**FISCAL IMPACT:**

Through the CRRSAA funding opportunity, MCBH will receive \$206,099.30 to be spent from July 1, 2020 – December 31, 2022. Through the ARPA funding opportunity, MCBH will receive \$192,022.43 to be spent from September 1, 2021 – June 30, 2025.

**SUBMITTED BY:**

Robin Roberts, Director, Mono County Behavioral Health, Contact: 760.924.1754

**Substance Abuse Prevention and Treatment Block Grant (SABG)  
 Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) &  
 American Rescue Plan Act (ARPA)  
 Supplemental Funding Allocation & Enclosure Instructions**

---

**County Name** **Date**

---

**DUNS Number**

**CRRSAA Performance and Invoice Period July 1, 2021 – December 31, 2022**

<b>Funding Categories</b>	<b>Amount Available</b>	<b>Amount Requested</b>	<b>Additional Amount Requested</b> (if more funding becomes available)
<b>Proposed Total Allocation</b>			
Primary Prevention Set-Aside			
Friday Night Live Set-Aside			
Perinatal Set-Aside			
Adolescent/Youth Set-Aside			
Recovery Housing Support			

**ARPA Performance and Invoice Period September 1, 2021 – June 30, 2025**

<b>Funding Categories</b>	<b>Amount Available</b>	<b>Amount Requested</b>	<b>Additional Amount Requested</b> (if more funding becomes available)
<b>Proposed Total Allocation</b>			
Discretionary Allocation			
Primary Prevention Set-Aside			
Friday Night Live Set-Aside			

This Enclosure represents supplemental SABG funding awarded to California through CRRSAA and ARPA. Per federal requirements, these funding sources follow different expenditure periods and must be tracked separately from one another and the prime SABG award. The allowable and recommended program activities for this funding opportunity are outlined below.

These funds will be subject to all applicable requirements that govern federal monies associated with SABG set forth in United States Code (USC) Title 42 Part B, and the Uniform Guidance 2 Code of Federal Regulations (CFR) Part 200, as codified by the U.S. Department of Health and Human Services in 45 CFR Part 75. The County agrees to the terms and conditions of this Enclosure, and the SABG County Application's associated instructions, enclosures, and attachments.

The completed CRRSAA and ARPA SABG Supplemental Enclosure X package must be submitted electronically in its entirety. Please submit program budgets in Excel format, and the corresponding narrative(s) in Word to [BHRRP@dhcs.ca.gov](mailto:BHRRP@dhcs.ca.gov) no later than close of business on **August 9, 2021**.

---

Printed Name

---

Authorized Signature

### Enclosure X Completion Instructions

This document includes total CRRSAA and ARPA SABG funding **Amount Available** to your county at this time. Counties shall enter their requested amounts, up to the **Amount Available**, in the **Amount Requested** column. Counties may request additional funding above the **Amount Available** in the **Additional Amount Requested** column. DHCS will allocate additional funding to counties based on funding availability.

Counties are not required to participate in this funding opportunity and may decline participation from all or any categories identified within this Enclosure. Counties intending to opt out of CRRSAA and ARPA funding entirely must submit an email reply to [SABG@dhcs.ca.gov](mailto:SABG@dhcs.ca.gov) stating that they decline the funding.

The CRRSAA and ARPA SABG Supplemental Enclosure X submission package must include the following:

1. **Signed Enclosure X**
2. **County Workbook**

Please complete one Detailed Budget per program in the workbook template provided. Programs include the Discretionary Allocation (ARPA only), the Primary Prevention Set-Aside, Friday Night Live, the Adolescent and Youth Treatment Program (CRRSAA only), the Perinatal Set-Aside (CRRSAA only), and Recovery Housing Support (CRRSAA only).

The CRRSAA SABG Supplemental funding is available for county use from July 1, 2021 through December 31, 2022.

The ARPA SABG Supplemental funding is available for county use from September 1, 2021 through June 30, 2025.

County budgeting and expenditure of these funds **MUST** be allocated per State Fiscal Year (from July 1 through June 30). Please ensure your budgets allocate funding for the separate periods of:

#### CRRSAA

- Period 1 - July 1, 2021 through June 30, 2022; and
- Period 2 - July 1, 2022 through December 31, 2022.

#### ARPA

- Period 1 - September 1, 2021 through June 30, 2022;
- Period 2 - July 1, 2022 through June 30, 2023;
- Period 3 - July 1, 2023 through June 30, 2024; and
- Period 4 - July 1, 2024 through June 30, 2025.

**Please note: Counties are required to expend each SFY allocation in full. Failure to spend the entirety of each respective SFY allocation will result in forfeiture of**

**the remaining funds allocated for the respective SFY. There will be no rollover of funds from one SFY to another. Program Narrative**

- 3. Programs funded by CRRSAA and ARPA must each have their own Detailed Budget and Program Narrative. Programs that utilize more than one funding stream (i.e. CRRSAA and ARPA) must include detailed information in the Narrative(s) that explain how each funding stream's programs will support one another.**

Each Detailed Budget must have a corresponding Program Narrative—please ensure the titles of the Budget and the Narrative correspond.

Each Program Narrative should be no longer than 5 pages and should span the entire CRRSAA and ARPA project period through December 31, 2022 and June 30, 2025, respectively. Each Program Narrative should detail the activities within each SFY, but should be comprehensive and each SFY should not have its own Program Narrative. Program Narratives must include the following sections lettered and in the same order as below in bold:

- a. Statement of Purpose:** reflects the principles on which the program is being implemented and the purpose/goals of the program.
- b. Measurable Outcome Objectives:** includes any measurable outcome objectives that demonstrate progress toward stated purposes or goals of the program.
- c. Program Description:** specifies what is actually being paid for by the block grant funds. The description must include services to be offered, type of setting, or planned community outreach, as applicable. The budget line items within the Detailed Program Budget must be explained in the program description.
- d. Cultural Competency:** describes how the program will provide culturally appropriate and responsive services for ethnic communities in the county; also reports on advances made to promote and sustain a culturally competent system.
- e. Target Population/Service Areas:** specifies the populations and service areas that your SABG-funded programs are serving, including a brief description of any sub-population served.
- f. Staffing:** lists SABG positions and full-time equivalent (FTE); must match the submitted budgets.
- g. Implementation Plan:** specifies dates by which each phase of the program will be implemented or state that the “program is fully implemented”.
- h. Program Evaluation Plan:** specifies plan for tracking progress toward meeting the program's objectives, including frequency and type of internal review, data collection and analysis, identification of problems or barriers encountered for ongoing programs, and a plan for monitoring, correcting, and resolving identified problems.

- i. **CRRSAA SABG Supplement Tracking:** details the policies and procedures used to track CRRSAA SABG Supplemental funding separately from the prime and ARPA SABG awards.
- j. **ARPA SABG Supplement Tracking:** details the policies and procedures used to track ARPA SABG Supplemental funding separately from the prime and CRRSAA SABG awards.
- k. **CRRSAA Complete Expenditure of Funds:** specifies policies and procedures to expend County's CRRSAA SABG Supplemental allocation in full. Counties must report to DHCS by **June 30, 2022** if they do not anticipate fully expending their SFY 2022-23 allocation by December 31, 2022.
- l. **ARPA Complete Expenditure of Funds:** specifies policies and procedures to expend County's ARPA SABG Supplemental allocation in full. Counties must report to DHCS by **January 1, 2025** if they do not anticipate fully expending their SFY 2024-25 allocation by **June 30, 2025**.

#### 4. Invoicing

Counties receiving CRRSAA and/or ARPA supplemental funding are obligated to adhere to the fiscal requirements outlined within the County Application. **Counties must utilize the CRRSAA and ARPA Invoice Templates, as appropriate.**

Quarterly invoices are due to DHCS 45 days after the end of each quarter: November 15, February 15, May 15, and August 15. Quarterly Invoices shall be submitted via e-mail to [BHRRP@dhcs.ca.gov](mailto:BHRRP@dhcs.ca.gov).

#### 5. Allowable and Recommended CRRSAA and ARPA Funding Activities

DHCS is making CRRSAA and ARPA funding available to counties to support certain activities required or recommended by the Substance Abuse and Mental Health Services Administration (SAMHSA). Supported activities include:

- Promote effective planning, monitoring, and oversight of efforts to deliver SUD prevention, intervention, treatment, and recovery services;
- Promote support for providers;
- Maximize efficiency by leveraging the current infrastructure and capacity; and
- Address local SUD-related needs during the COVID-19 pandemic.

**This list of allowable and recommended activities is not exhaustive, and DHCS encourages counties to include all proposed uses of these funds within their responses.**

#### Discretionary Allocation – ARPA Only

The following activities are allowable and recommended uses of ARPA funds:

- Develop and expand use of FDA-approved medications and digital therapeutics;

- Provide increased access, including same-day or next-day appointments, and low barrier approaches, for those in need of SUD treatment services;
- Adopt and use health information technology (IT) to improve access to and coordination of SUD prevention, intervention, treatment, and recovery support services and care delivery, consistent with the provisions of HIPAA and 42 CFR, Part 2;
- Improve IT infrastructure, including the availability of broadband and cellular technology for providers, especially in rural and frontier areas, and use of GPS to expedite response times and to remotely meet with the individual in need of services;
- Identify the needs and gaps of your county's SUD services continuum; and
- Support expansion of peer-based recovery support services to ensure a recovery orientation which expands support networks and recovery services.

### Prevention Set-Aside

The following Prevention activities are allowable and recommended uses of CRRSAA and ARPA funds:

- Botvin Life Skills;
- Committed;
- Mentoring;
- Youth Development/Youth Leadership;
- Project Adolescent Learning Experiences Resistance Training (ALERT);
- Project Schools Using Coordinated Community Efforts to Strengthen Students (SUCCESS);
- Student Assistance Programs;
- Strengthening Families; and
- School-based SUD education programs.
- Screening with evidence-based tools.
- Risk messaging with evidence-informed strategies and accompanying evaluation to establish most effective strategies. This includes:
  - Text and mHealth messaging strategies targeted at adolescents and young adults' substance misuse;
  - Scenario-based messaging programs for parents about opioid risks; and
  - Web-based interventions targeted at the criminal justice system.
- Operation of an "access line", "crisis phone line", or "warm lines" by prevention providers.
- Purchase of technical assistance.
- COVID-19 expenditures related to substance misuse prevention including:
  - COVID-19 awareness education for persons with SUD; and
  - Transportation related to accessing SUD prevention and COVID-19 vaccines.

### Friday Night Live Set-Aside

The following Friday Night Live (FNL) activities are allowable and recommended uses of CRRSAA and ARPA funds:

- Meet the FNL Youth Development Standards of Practice, Operating Principles, Core Components and administrative requirements outlined at <http://fridaynightlive.org/about-us/cfnlp-overview/>.
- Aim to engage youth as active leaders and resources in their community and to build partnerships for positive and healthy youth development, that:
  - Provide support and opportunities for young people with a focus on building positive relationships
  - Promote messages through shared experiences;
  - Encourage peer-oriented programming (youth-driven & youth-led);
  - Are goal-directed, action-oriented, and innovative;
  - Develop skills such as teamwork, communication and active listening
  - Encourage and empower young people as active leaders and community resources;
  - Have broad appeal to diverse ethnic, racial and social groups;
  - Encourage youth to care about each other and their environment; and
  - Offer conferences and training opportunities for young people to develop leadership and life skills.

### Perinatal Set-Aside – CRRSAA Only

The following Perinatal activities are allowable and recommended uses of CRRSAA and ARPA funds:

- Screening and assessment;
- Treatment planning;
- Referral services;
- Interim services;
- Case management;
- Peer support services;
- Strengthening patient-OB/GYN relationships;
- ODF Treatment;
- Intensive Outpatient Treatment (IOT);
- Narcotic Treatment Program (NTP);
- Outpatient Detoxification Treatment (Other than Narcotic Treatment; Detoxification);
- Residential Treatment (Detoxification or Recovery);
- Outreach;
- Interim Services;
- Case Management;
- Aftercare; and

- Room and Board.

### Adolescent/Youth Set-Aside

The following Adolescent/Youth activities are allowable and recommended uses of CRRSAA and ARPA funds:

- Outreach;
- Screening;
- Initial and Continuing Assessment;
- Diagnosis;
- Placement;
- Treatment;
- Planning;
- Counseling;
- Youth Development Approaches to Treatment;
- Family Interventions and Support Systems;
- Peer support services;
- Educational and Vocational Activities;
- Structured Recovery Related Activities;
- Alcohol and Drug Testing;
- Discharge Planning; and
- Continuing Care.

### Recovery Housing Support – CRRSAA Only

The following Recovery Housing Support activities are allowable and recommended uses of CRRSAA funds:

#### **Residential Treatment**

- Counties entering into a state-county intergovernmental agreement to participate in the Drug Medi-Cal Organized Delivery System (DMC-ODS) Waiver are required to provide at least one American Society of Addiction Medicine (ASAM) level of residential treatment for approval of a county implementation plan in the first year. As the room and board portion of the required residential services are not a Medicaid billable activity, SABG Recovery Housing Support funds, or SABG perinatal funds (for perinatal beneficiaries only), may be utilized to cover the cost of room and board in adherence with the following guidance:
  - Residential treatment is a non-institutional, 24-hour, non-medical, short term (up to 24 months) residential program providing rehabilitation services to beneficiaries with a SUD diagnosis;
  - A Medical Director or Licensed Practitioner of the Healing Arts must determine that the residential treatment is medically necessary and in accordance with the beneficiary's individualized treatment plan; and

- Counties must ensure payment of room and board is for food and lodging expenses only.
- For beneficiaries not eligible for DMC, SABG funds can be used as the payment of last resort for residential treatment services including room and board.

### **Room and Board**

CRRSAA SABG Recovery Housing Support or perinatal funds (for perinatal beneficiaries only), may be utilized to cover the cost of **room and board** for the following services:

- Transitional Housing (TH) or Peer-Run Housing
  - Counties contracting to provide State Plan SUD services may offer TH as an essential support service in their SUD continuum of care in adherence with the following guidance:
    - TH does not provide SUD services or require licensure by DHCS;
    - All TH residents must be actively engaged in SUD treatment services to be provided off-site;
    - Payment of room and board is for food and lodging expenses only;
    - TH residents' stay is limited to short term (up to 24 months);
    - Counties shall ensure the TH is secure, safe, and alcohol and drug free; and
    - Counties shall develop guidelines for contracted TH providers, provide AOD monitoring and oversight, and fulfill all SABG reporting requirements.
- Recovery Residences (RRs)
  - Counties entering into a state-county intergovernmental agreement to participate in the DMC-ODS Waiver may offer RR services as an ancillary component of the DMC-ODS Waiver in adherence with the following guidance:
    - RRs do not provide SUD services or require licensure by DHCS;
    - All RR residents must be actively engaged in medically necessary recovery support or SUD treatment services to be provided off-site;
    - Payment of room and board is for food and lodging expenses only;
    - RR residents' stay is limited to short term (up to 24 months);
    - Counties shall ensure the RR is secure, safe, and AOD free; and
    - Counties shall develop guidelines for contracted RR providers, provide monitoring and oversight and fulfill all SABG reporting requirements.
  - Room and board can include those dependent children residing in the same location as the parent while the parent is receiving offsite SUD treatment.

Questions about any of the information or instructions contained in this Enclosure should be directed to [BHRRP@dhcs.ca.gov](mailto:BHRRP@dhcs.ca.gov).

Mono County ARPA Program Narrative:  
Discretionary Allocation Program

Discretionary Allocation

- a) **Statement of Purpose:** reflects the principles on which the program is being implemented and the purpose/goals of the program.
  - a. Our vision is to promote healthy living and improve the quality of life in our community. Our mission is to encourage healing, growth, and personal development through whole person care and community connectedness. Our services are strength based and client centered; we strive to create a safe environment and serve all with dignity, respect, and compassion.
- b) **Measurable Outcome Objectives:** includes any measurable outcome objectives that demonstrate progress toward stated purposes or goals of the program.

MCBH submits the following measurable outcome objectives for each service offered:

- a. Naloxone Distribution: MCBH will expand its existing SABG Discretionary Naloxone Distribution service and host one special distribution event per quarter beginning Q2 of FY 21-22.
  - b. Placement in Residential Treatment: MCBH will expand its existing SABG Discretionary to place one additional person with SUD who is in need of residential services (total of four per FY).
- c) **Program Description:** specifies what is actually being paid for by the block grant funds. The description must include services to be offered, type of setting, or planned community outreach, as applicable. The budget line items within the Detailed Program Budget must be explained in the program description.

The ARPA “Discretionary Allocation” program operated by Mono County Behavioral Health (MCBH) includes the services listed below.

- a. Naloxone Distribution is a service offered throughout Mono County by MCBH in partnership with Mono County Public Health with offices located in Mammoth Lakes and Walker. In its efforts to keep people safe and keep people alive, MCBH has implemented this important service. The setting for this service is community-based. In this expansion of this project, MCBH will host at least one special distribution event per quarter beginning Q2 of FY 21-22. The budget for this service accounts for costs associated with hosting the service, including food, promotional materials, and Naloxone.
- b. Placement in Residential Treatment includes services provided by Tarzana Treatment Centers (TTC) in Lancaster and Cri-Help, Inc., in North Hollywood for Spanish speakers. These entities provide the full continuum of substance use disorder (SUD) treatment services to adults, perinatal women, and adolescents, including inpatient medical detoxification, residential detoxification, psychiatric stabilization, residential and outpatient

rehabilitation. They also provide Medications for Addiction Treatment (MAT) services and has two sites that are licensed as Narcotic Treatment Programs (NTP)/ Opioid Treatment Programs (OTP). Additionally, TTC offers mental health services to adults and adolescents and other supportive services including housing, benefits assistance and transportation. Guided by population-health metrics and patient- centered care standards, these programs deliver integrated services that are coordinated, comprehensive and team based. All patients are screened and assessed for medical and behavioral health conditions and receive whole-person care guided by an integrated treatment plan. The additional cost for residential services is included in the detailed budget.

d) **Cultural Competency:** describe how the program is providing culturally appropriate and responsive services for ethnic communities in the county; also report on advances made to promote and sustain a culturally competent system.

- a. The Discretionary Allocation program benefits from MCBH's overall dedication to cultural competence, including an active Cultural Outreach Committee (COC) and an active effort to recruit and retain bilingual, bicultural staff members who reflect the racial/ethnic make up of Mono County as a whole. Additionally, our COC has expanded to include representatives from several tribal entities and members of the LGBTQ+ community.

As of May 2021, approximately 45% of MCBH's staff are Latinx and approximately 45% are Spanish speaking – an achievement in which the Department takes significant pride. Of the staff members who participate in the Discretionary Allocation program, more than half are Latinx and Spanish speaking. This community reflection, along with annual or more frequent cultural competence trainings helps ensure that MCBH is providing culturally appropriate services.

e) **Target Population/Service Areas:** specifies the population(s) and/or service areas that your SABG-funded programs are serving. Each narrative must include a brief description of the target population including any sub-population served with the SABG funds. The SABG program targets the following populations and service areas: pregnant women, women with dependent children, and intravenous drug users, Tuberculosis services, early intervention services for HIV/AIDS, and primary prevention.

- a. The Discretionary Allocation program prioritizes pregnant women, women with dependent children, and intravenous drug users and ensures linkage to Tuberculosis services, early intervention services for HIV/AIDS. In a recent needs assessment, MCBH has identified the following priority areas for treatment and prevention: youth alcohol use, youth cannabis perception and use, youth vaping, excessive alcohol consumption among adults, opioid overdosing in adults.

MCBH has collected local qualitative data about the increase of use of many types of substances and within multiple subpopulations as a result of COVID-

19. In its Discretionary Allocation program, MCBH strives to reach the following target populations:

- i. Latinx adults and youth with SUD issues throughout the County
  - ii. Seasonal workers (mostly under 35) with SUD in Mammoth Lakes and June Lake
  - iii. White adults and youth with SUD throughout the County
  - iv. Homeless or unstably housed individuals with SUD throughout Mono County (with facility in Mammoth Lakes)
- f) **Staffing:** SABG positions must be listed in this section and must match the submitted budgets.
- a. N/A – this budget includes contracts, equipment, and supplies only
- g) **Implementation Plan:** specifies dates by which each phase of the program will be implemented or state that the “program is fully implemented”.
- a. Naloxone Distribution: The first special distribution event will be held in Q2 of FY 21-22.
  - b. Placement in Residential Treatment: This service is fully implemented.
- h) **Program Evaluation Plan:** for monitoring progress toward meeting the program’s objectives, including frequency and type of internal review, data collection and analysis, identification of problems or barriers encountered for ongoing programs, and a plan for monitoring, correcting, and resolving identified problems.
- a. The Program Manager, two Staff Services Analysts, and SUD Supervisor will be responsible for collecting, analyzing, and responding to the data associated with the measurable outcomes listed above. These data will be reviewed on a semi-annual basis – in January for the first two quarters and July for the second two quarters. This group will also discuss problems and barriers encountered related to the services in the Discretionary Allocation Program and will bring any critical matters to the Leadership Team and the Quality Improvement Committee for monitoring, correcting, and resolving identified problems.

Mono County ARPA Program Narrative:

Primary Prevention Set-Aside Program

Primary Prevention Set-Aside

a) **Statement of Purpose:** reflects the principles on which the program is being implemented and the purpose/goals of the program.

a. Our vision is to promote healthy living and improve the quality of life in our community. Our mission is to encourage healing, growth, and personal development through whole person care and community connectedness. Our services are strength based and client centered; we strive to create a safe environment and serve all with dignity, respect, and compassion.

b) **Measurable Outcome Objectives:** includes any measurable outcome objectives that demonstrate progress toward stated purposes or goals of the program.

MCBH submits the following measurable outcome objectives for each service offered:

a. Alternatives: Community wellness: MCBH's goal is to expand its existing Community wellness SABG Primary Prevention program to host additional activities that will serve as alternatives for substance use, especially in partnership with local tribal entities.

c) **Program Description:** specifies what is actually being paid for by the block grant funds. The description must include services to be offered, type of setting, or planned community outreach, as applicable. The budget line items within the Detailed Program Budget must be explained in the program description.

a. Alternatives: Community Wellness: MCBH intends to offer expanded wellness activities for specific groups of people, focusing specifically on Spanish-speaking Wellness Center Associates, Tribal members, and/or members of the Benton or Bridgeport communities in hopes of offering a sober space for individuals to connect as an alternative to substance use. This includes the salaries of two staff members.

d) **Cultural Competency:** describe how the program is providing culturally appropriate and responsive services for ethnic communities in the county; also report on advances made to promote and sustain a culturally competent system.

a. The Primary Prevention Set-Aside program benefits from MCBH's overall dedication to cultural competence, including an active Cultural Outreach Committee (COC) and an active effort to recruit and retain bilingual, bicultural staff members who reflect the racial/ethnic make up of Mono County as a whole. Additionally, our COC has expanded to include representatives from several tribal entities and members of the LGBTQ+ community.

As of May 2021, approximately 45% of MCBH's staff are Latinx and approximately 45% are Spanish speaking – an achievement in which the Department takes significant pride. Of the staff members who participate in the Primary prevention program, 40% are Latinx and Spanish speaking and 30% are members of the LGBTQ+ community. This community reflection, along with

annual or more frequent cultural competence trainings helps ensure that MCBH is providing culturally appropriate services.

Finally, as part of its primary prevention set-aside program, MCBH is helping to fund an alternatives-based events in collaboration with local tribal entities.

- e) **Target Population/Service Areas:** specifies the population(s) and/or service areas that your SABG-funded programs are serving. Each narrative must include a brief description of the target population including any sub-population served with the SABG funds. The SABG program targets the following populations and service areas: pregnant women, women with dependent children, and intravenous drug users, Tuberculosis services, early intervention services for HIV/AIDS, and primary prevention.
  - a. The Primary Prevention Set-Aside program aims to prevent SUD among a range of target populations with an emphasis on youth and families. In past needs assessment, MCBH has identified the following four priority areas for treatment and prevention: youth alcohol use, youth marijuana use, youth prescription drug use, and excessive alcohol consumption among adults. In its Primary Prevention Set-Aside program, MCBH strives to reach the following target populations:
    - i. Latinx adults and youth with SUD throughout the County
    - ii. Seasonal workers (mostly under 35) with SUD in Mammoth Lakes and June Lake
    - iii. White adults and youth with SUD issues throughout the County
- f) **Staffing:** SABG positions must be listed in this section and must match the submitted budgets.
  - a. One Wellness Center Associate beginning in FY 21-22
  - b. Two Wellness Center Associates beginning in FY 22-23
- g) **Implementation Plan:** specifies dates by which each phase of the program will be implemented or state that the “program is fully implemented”.
  - a. Alternatives: Expanded Community Wellness: hire one additional wellness center associate by March 30, 2022
- h) **Program Evaluation Plan:** for monitoring progress toward meeting the program’s objectives, including frequency and type of internal review, data collection and analysis, identification of problems or barriers encountered for ongoing programs, and a plan for monitoring, correcting, and resolving identified problems.
  - a. The Program Manager and the two Staff Services Analysts will be responsible for collecting, analyzing, and responding to the data associated with the measurable outcomes listed above. These data will be reviewed on a semi-annual basis – in January for the first two quarters and July for the second two quarters. This group will also discuss problems and barriers encountered related to the services in the Primary Prevention Set-Aside Program and will bring any critical matters to the Leadership Team and the Quality Improvement Committee for monitoring, correcting, and resolving identified problems.

Mono County CRRSAA Program Narratives:  
Recovery Housing Support Program

Recovery Housing Support Program

- a) **Statement of Purpose:** reflects the principles on which the program is being implemented and the purpose/goals of the program.
  - a. Our vision is to promote healthy living and improve the quality of life in our community. Our mission is to encourage healing, growth, and personal development through whole person care and community connectedness. Our services are strength based and client centered; we strive to create a safe environment and serve all with dignity, respect, and compassion.
- b) **Measurable Outcome Objectives:** includes any measurable outcome objectives that demonstrate progress toward stated purposes or goals of the program.

MCBH submits the following measurable outcome objectives for each service offered:

- a. Manzanita Transitional House: MCBH will provide transitional housing to at least four individuals with SUD who are homeless or at risk of homelessness by June 30, 2022. Of these individuals, at least 50% who exit the transitional house will have permanent housing upon exit.
- c) **Program Description:** specifies what is actually being paid for by the block grant funds. The description must include services to be offered, type of setting, or planned community outreach, as applicable. The budget line items within the Detailed Program Budget must be explained in the program description.
    - a. Manzanita Transitional House is located in Mammoth Lakes. Originally funded by the SABG Prime award, MCBH opted to partially fund the transitional house with the CRRSAA award after consulting with DHCS. This is a non-staffed transitional house that is rented and operated by MCBH. Residents must participate in on- and off-site MCBH programming. Supplies and expenses for this house (as outlined on the detailed budget) include all utilities, pellets for wood stove, all basic home supplies, rent, and other maintenance expenses. The salaries of the four staff members who run the program are paid through the SABG Prime award.
  - d) **Cultural Competency:** describe how the program is providing culturally appropriate and responsive services for ethnic communities in the county; also report on advances made to promote and sustain a culturally competent system.
    - a. The Housing Recovery Support program benefits from MCBH's overall dedication to cultural competence, including an active Cultural Outreach Committee (COC) and an active effort to recruit and retain bilingual, bicultural staff members who reflect the racial/ethnic make up of Mono County as a whole. Additionally, our COC has expanded to include representatives from several tribal entities and members of the LGBTQ+ community.

As of May 2021, approximately 45% of MCBH's staff are Latinx and approximately 45% are Spanish speaking – an achievement in which the Department takes significant pride. Of the staff members who participate in the Discretionary Allocation program, more than half are Latinx and Spanish speaking. This community reflection, along with annual or more frequent cultural competence trainings helps ensure that MCBH is providing culturally appropriate services.

- e) **Target Population/Service Areas:** specifies the population(s) and/or service areas that your SABG-funded programs are serving. Each narrative must include a brief description of the target population including any sub-population served with the SABG funds. The SABG program targets the following populations and service areas: pregnant women, women with dependent children, and intravenous drug users, Tuberculosis services, early intervention services for HIV/AIDS, and primary prevention.
  - a. The Housing Recovery Support program prioritizes adult individuals participating in SUD treatment services with the department who are homeless or unstably housed. The majority of residents have been men, with 2-3 women served over the past 18 months. Residents have been from such underserved groups as Latinx, LGBTQ+, Native American, and older adult.
- f) **Staffing:** SABG positions must be listed in this section and must match the submitted budgets.
  - a. n/a there is no staff time associated with this program
- g) **Implementation Plan:** specifies dates by which each phase of the program will be implemented or state that the “program is fully implemented”.
  - a. Manzanita Transitional House: This service is fully implemented.
- h) **Program Evaluation Plan:** for monitoring progress toward meeting the program's objectives, including frequency and type of internal review, data collection and analysis, identification of problems or barriers encountered for ongoing programs, and a plan for monitoring, correcting, and resolving identified problems.
  - a. The Program Manager and House Manager will be responsible for collecting, analyzing, and responding to the data associated with the measurable outcomes listed above. These data will be reviewed on a semi-annual basis – in January for the first two quarters and July for the second two quarters. This group will also discuss problems and barriers encountered related to the services in the Discretionary Allocation Program and will bring any critical matters to the Leadership Team and the Quality Improvement Committee for monitoring, correcting, and resolving identified problems.

Mono County CRRSAA Program Narrative:

Primary Prevention Set-Aside Program

Primary Prevention Set-Aside

a) **Statement of Purpose:** reflects the principles on which the program is being implemented and the purpose/goals of the program.

a. Our vision is to promote healthy living and improve the quality of life in our community. Our mission is to encourage healing, growth, and personal development through whole person care and community connectedness. Our services are strength based and client centered; we strive to create a safe environment and serve all with dignity, respect, and compassion.

b) **Measurable Outcome Objectives:** includes any measurable outcome objectives that demonstrate progress toward stated purposes or goals of the program.

MCBH submits the following measurable outcome objectives for each service offered:

a. Information Dissemination Media Campaign: MCBH will launch a large-scale media campaign to prevent substance use by January 1, 2022.

c) **Program Description:** specifies what is actually being paid for by the block grant funds. The description must include services to be offered, type of setting, or planned community outreach, as applicable. The budget line items within the Detailed Program Budget must be explained in the program description.

a. Information Media & Alternatives: MCBH is planning to expend all CRRSAA primary prevention funds on a county-wide substance use prevention campaign focused on preventing excessive alcohol and cannabis use. Across the country, we have seen rates of alcohol and cannabis use rise in conjunction with the pandemic and Mono County is no exception. These funds will allow us to purchase graphic design and social media management services, as well as pay for advertising costs on local busses, in local newspapers, and local radio. MCBH has also budgeted for various print and promotional materials.

d) **Cultural Competency:** describe how the program is providing culturally appropriate and responsive services for ethnic communities in the county; also report on advances made to promote and sustain a culturally competent system.

a. The Primary Prevention Set-Aside program benefits from MCBH's overall dedication to cultural competence, including an active Cultural Outreach Committee (COC) and an active effort to recruit and retain bilingual, bicultural staff members who reflect the racial/ethnic make up of Mono County as a whole. Additionally, our COC has expanded to include representatives from several tribal entities and members of the LGBTQ+ community.

As of May 2021, approximately 45% of MCBH's staff are Latinx and approximately 45% are Spanish speaking – an achievement in which the Department takes significant pride. Of the staff members who participate in the Primary prevention program, 40% are Latinx and Spanish speaking and 30% are members of the LGBTQ+ community. This community reflection, along with

annual or more frequent cultural competence trainings helps ensure that MCBH is providing culturally appropriate services.

- e) **Target Population/Service Areas:** specifies the population(s) and/or service areas that your SABG-funded programs are serving. Each narrative must include a brief description of the target population including any sub-population served with the SABG funds. The SABG program targets the following populations and service areas: pregnant women, women with dependent children, and intravenous drug users, Tuberculosis services, early intervention services for HIV/AIDS, and primary prevention.
  - a. The CRRSAA Primary Prevention Set-Aside program aims to prevent excessive alcohol and cannabis use among adults, including the following target populations:
    - i. Latinx adults and youth with SUD throughout the County
    - ii. Seasonal workers (mostly under 35) with SUD in Mammoth Lakes and June Lake
    - iii. White adults with SUD issues throughout the County
- f) **Staffing:** SABG positions must be listed in this section and must match the submitted budgets.
  - a. n/a there is no staff time associated with this program
- g) **Implementation Plan:** specifies dates by which each phase of the program will be implemented or state that the “program is fully implemented”.
  - a. Information Dissemination Media Campaign: MCBH plans to complete graphic design work by November 15, 2021 and launch the campaign, including a variety of advertising venues by December 15, 2021.
- h) **Program Evaluation Plan:** for monitoring progress toward meeting the program’s objectives, including frequency and type of internal review, data collection and analysis, identification of problems or barriers encountered for ongoing programs, and a plan for monitoring, correcting, and resolving identified problems.
  - a. The Program Manager and the two Staff Services Analysts will be responsible for collecting, analyzing, and responding to the data associated with the measurable outcomes listed above. These data will be reviewed on a semi-annual basis – in January for the first two quarters and July for the second two quarters. This group will also discuss problems and barriers encountered related to the services in the Primary Prevention Set-Aside Program and will bring any critical matters to the Leadership Team and the Quality Improvement Committee for monitoring, correcting, and resolving identified problems.

**Detailed Program Budget**

<b>TYPE OF GRANT</b>	ARPA Substance Abuse Prevention and Treatment Block Grant Supplemental		
<b>COUNTY</b>	Mono	<b>Submission Date</b>	9/3/2021

<b>Fiscal Contact</b>	Jessica Workman	<b>Phone</b>	760-924-1740
<b>Email Address</b>	<a href="mailto:jworkman@mono.ca.gov">jworkman@mono.ca.gov</a>		

<b>Program Contact</b>	Amanda Greenberg	<b>Phone</b>	760-924-1754
<b>Email Address</b>	<a href="mailto:agreenberg@mono.ca.gov">agreenberg@mono.ca.gov</a>		

<b>Program Name</b>	Discretionary		
<b>Summary</b>			
	<b>Category</b>		<b>Amount</b>
	Staff Expenses	\$	-
	Consultant/Contract Costs	\$	5,001.02
	Equipment	\$	-
	Supplies	\$	15,000.00
	Travel	\$	-
	Other Expenses	\$	-
	Indirect Costs	\$	-
	County Support Administrative Direct Costs	\$	-
	<b>Total Cost of Program</b>	<b>\$</b>	<b>20,001.02</b>

I. Staffing Itemized Detail				
Category	Detail	Annual Salary	Grant FTE	Total Not to Exceed
Staff Expenses			0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -





## Detailed Program Budget







## Detailed Program Budget

**Detailed Program Budget**

<b>TYPE OF GRANT</b>	ARPA Substance Abuse Prevention and Treatment Block Grant Supplemental		
<b>COUNTY</b>	Mono	<b>Submission Date</b>	9/3/2021

<b>Fiscal Contact</b>	Jessica Workman	<b>Phone</b>	760-924-1740
<b>Email Address</b>	<a href="mailto:jworkman@mono.ca.gov">jworkman@mono.ca.gov</a>		

<b>Program Contact</b>	Amanda Greenberg	<b>Phone</b>	760-924-1754
<b>Email Address</b>	<a href="mailto:agreenberg@mono.ca.gov">agreenberg@mono.ca.gov</a>		

<b>Program Name</b>	Discretionary		
<b>Summary</b>			
	<b>Category</b>	<b>Amount</b>	
	Staff Expenses	\$	-
	Consultant/Contract Costs	\$	10,000.00
	Equipment	\$	-
	Supplies	\$	20,000.00
	Travel	\$	-
	Other Expenses	\$	-
	Indirect Costs	\$	-
	County Support Administrative Direct Costs	\$	-
	<b>Total Cost of Program</b>	<b>\$</b>	<b>30,000.00</b>

<b>I. Staffing Itemized Detail</b>				
<b>Category</b>	<b>Detail</b>	<b>Annual Salary</b>	<b>Grant FTE</b>	<b>Total Not to Exceed</b>
Staff Expenses			0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -





## Detailed Program Budget







## Detailed Program Budget

**Detailed Program Budget**

<b>TYPE OF GRANT</b>	ARPA Substance Abuse Prevention and Treatment Block Grant Supplemental		
<b>COUNTY</b>	Mono	<b>Submission Date</b>	9/3/2021

<b>Fiscal Contact</b>	Jessica Workman	<b>Phone</b>	760-924-1740
<b>Email Address</b>	<a href="mailto:jworkman@mono.ca.gov">jworkman@mono.ca.gov</a>		

<b>Program Contact</b>	Amanda Greenberg	<b>Phone</b>	760-924-1754
<b>Email Address</b>	<a href="mailto:agreenberg@mono.ca.gov">agreenberg@mono.ca.gov</a>		

<b>Program Name</b>	Discretionary		
<b>Summary</b>			
	<b>Category</b>		<b>Amount</b>
	Staff Expenses	\$	-
	Consultant/Contract Costs	\$	10,000.00
	Equipment	\$	-
	Supplies	\$	20,000.00
	Travel	\$	-
	Other Expenses	\$	-
	Indirect Costs	\$	-
	County Support Administrative Direct Costs	\$	-
	<b>Total Cost of Program</b>	<b>\$</b>	<b>30,000.00</b>

I. Staffing Itemized Detail				
Category	Detail	Annual Salary	Grant FTE	Total Not to Exceed
Staff Expenses			0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -





## Detailed Program Budget







## Detailed Program Budget







## Detailed Program Budget







## Detailed Program Budget

Date:

**Detailed Program Budget**

<b>TYPE OF GRANT</b>	CRRSAA Substance Abuse Prevention and Treatment Block Grant Supplemental		
<b>COUNTY</b>	Mono	<b>Submission Date</b>	9/3/2021

<b>Fiscal Contact</b>	Jessica Workman	<b>Phone</b>	760-924-1740
<b>Email Address</b>	<a href="mailto:jworkman@mono.ca.gov">jworkman@mono.ca.gov</a>		

<b>Program Contact</b>	Amanda Greenberg	<b>Phone</b>	760-924-1754
<b>Email Address</b>	<a href="mailto:agreenberg@mono.ca.gov">agreenberg@mono.ca.gov</a>		

<b>Program Name</b>	<b>Recovery Housing Support</b>		
<b>Summary</b>			
	<b>Category</b>		<b>Amount</b>
	Staff Expenses	\$	-
	Consultant/Contract Costs	\$	32,000.00
	Equipment	\$	-
	Supplies	\$	20,000.00
	Travel	\$	-
	Other Expenses	\$	-
	Indirect Costs	\$	-
	County Support Administrative Direct Costs	\$	-
	<b>Total Cost of Program</b>	<b>\$</b>	<b>52,000.00</b>

<b>I. Staffing Itemized Detail</b>				
<b>Category</b>	<b>Detail</b>	<b>Annual Salary</b>	<b>Grant FTE</b>	<b>Total Not to Exceed</b>
Staff Expenses			0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -





## Detailed Program Budget







## Detailed Program Budget

**Detailed Program Budget**

<b>TYPE OF GRANT</b>	CRRSAA Substance Abuse Prevention and Treatment Block Grant Supplemental		
<b>COUNTY</b>	Mono	<b>Submission Date</b>	9/3/2021

<b>Fiscal Contact</b>	Jessica Workman	<b>Phone</b>	760-924-1740
<b>Email Address</b>	<a href="mailto:jworkman@mono.ca.gov">jworkman@mono.ca.gov</a>		

<b>Program Contact</b>	Amanda Greenberg	<b>Phone</b>	760-924-1754
<b>Email Address</b>	<a href="mailto:agreenberg@mono.ca.gov">agreenberg@mono.ca.gov</a>		

<b>Program Name</b>	<b>Recovery Housing Support</b>		
<b>Summary</b>			
	<b>Category</b>		<b>Amount</b>
	Staff Expenses	\$	-
	Consultant/Contract Costs	\$	22,000.00
	Equipment	\$	-
	Supplies	\$	11,459.64
	Travel	\$	-
	Other Expenses	\$	-
	Indirect Costs	\$	-
	County Support Administrative Direct Costs	\$	-
	<b>Total Cost of Program</b>	<b>\$</b>	<b>33,459.64</b>

<b>I. Staffing Itemized Detail</b>				
<b>Category</b>	<b>Detail</b>	<b>Annual Salary</b>	<b>Grant FTE</b>	<b>Total Not to Exceed</b>
Staff Expenses			0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -
		\$ -	0.000	\$ -





## Detailed Program Budget







## Detailed Program Budget



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 5, 2021

**Departments: Behavioral Health**

**TIME REQUIRED**

**SUBJECT**                    Echo Contract for Services

**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 Echo Consulting Services of California, Inc, pertaining to software support, maintenance, and hosting.

**RECOMMENDED ACTION:**

Approve County entry into proposed contract and authorize Robert Lawton, CAO, to execute said contract on behalf of the County. Provide any desired direction to staff.

**FISCAL IMPACT:**

The total amount of the 12 month contract is \$72,108. Additionally, MCBH applied for a Telehealth Grant through the Department of Health Care Services to help offset the costs of both EHR systems. If awarded in full, this grant will allocate more than \$110,000 toward the the costs of the Department's two EHR vendors

**CONTACT NAME:** Jessica Workman

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

**SEND COPIES TO:**

jworkman@mono.ca.gov

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Echo Staff Report</a>
<input type="checkbox"/> <a href="#">Mono County ECHO 2021-2022 Contract</a>

History

Time

Who

Approval

9/22/2021 12:06 PM	County Counsel	Yes
9/30/2021 12:05 PM	Finance	Yes
10/1/2021 4:21 PM	County Administrative Office	Yes



**MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT**

---

**COUNTY OF MONO**

---

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

**TO:** Mono County Board of Supervisors  
**FROM:** Robin Roberts, Mono County Behavioral Health, Director  
**DATE:** October 5, 2021

**SUBJECT:**

Contract with Echo Consulting Services of California, Inc. (Echo) for the Provision of Software Support, Maintenance, and Hosting Services

**RECOMMENDED ACTION:**

Approve the contract between Mono County and Echo, for software support, maintenance, and hosting and authorize the CAO to execute the service agreement on behalf of the County. Additionally, provide authorization for the Behavioral Health Director to approve minor amendments and/or revisions to the contract that do not substantively modify its terms, with approval as to form by County Counsel.

**DISCUSSION:**

Mono County Behavioral Health (MCBH) currently uses Echo: Clinician's Desktop as its electronic healthcare record (EHR) system for scheduling, clinician notes, time study, and billing purposes. For the last year, MCBH has planned to transition to a new EHR, as Echo: Clinician's Desktop no longer meets the Department's clinical and operational needs. MCBH has selected InSync Healthcare Solutions as its desired vendor for a new EHR system and the contract with InSync is also on the October 5, 2021 Board of Supervisors agenda. Retaining services with Echo for the year will help MCBH ensure that all records are successfully migrated and that there is no lapse in billing or client care during the EHR transition. Having the two systems running concurrently will be essential for a smooth transition to the new EHR.

**FISCAL IMPACT:**

The total amount of the 12-month contract is \$72,108.00. The contract term is September 1, 2021 to August 31, 2022. The cost is all inclusive of maintenance, support, and hosting of the software. Since this software is an indirect cost that supports all our services, the yearly cost for Echo is split between cost centers. Additionally, MCBH applied for a Telehealth Grant through the Department of Health Care Services to help offset the costs of both EHR systems. If awarded in full, this grant will allocate more than \$110,000 toward the cost of both EHRs.

**SUBMITTED BY:**

Jessica Workman, Mono County Behavioral Health Accountant, Contact: 760.924.1742

**COUNTY OF MONO****AGREEMENT BETWEEN COUNTY OF MONO AND  
ECHO CONSULTING SERVICES OF CALIFORNIA, INC  
FOR SOFTWARE SUPPORT, MAINTENANCE AND HOSTING**

**THIS AGREEMENT** is made and entered into this 1<sup>st</sup> day of September 2021, by and between the COUNTY OF MONO, hereinafter referred to as "County", and **Echo Consulting Services of California, Inc.**, hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS** County desires to retain a person or firm to provide the following services: Software Support, Maintenance and Hosting; and

**WHEREAS** Contractor warrants that it is qualified and competent to render the aforesaid services;

**NOW, THEREFORE**, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

**1. SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

**2. FURNISHED SERVICES:**

The County agrees to:

- A. Assist Contractor with gaining necessary access upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

**3. FEES AND PAYMENT SCHEDULE:**

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract.

Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

**4. MAXIMUM COST TO COUNTY:**

In no event will the cost to County for the services to be provided herein exceed 5% of the previous year's fee for services including direct non-salary expenses and excluding reimbursable travel costs. Capped annual amount is attached in the fee schedule at **Exhibit B**.

**5. TIME OF AGREEMENT:**

This Agreement shall commence on **September 1, 2021** and shall continue for one year. These services may be renewed by mutual modification of this Agreement in one-year increments at Echo's then current rate for services. If County determines it does not wish to continue software support, maintenance and hosting, written notice must be provided to the Contractor **90 days** prior to the contract end date. Any final invoice must be submitted within 30 days of completion of the stated scope of services.

**6. INSURANCE:**

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to County. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

The general liability policy shall be endorsed naming the County of Mono as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the County prior to commencement of work. Each certificate shall

provide for thirty (30) days advance notice to County of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4. a. and b. which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County, its employees, officers, and agents, harmless and defend the County against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

**6.1 GENERAL LIABILITY**

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) aggregate. The County shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.

(see sample form: ISO - CG 20 10 11 85).

**x Insurance Reduction or Waiver of Coverage Requested (Exhibit C)**

**6.2 AUTO LIABILITY**

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00).

**x Insurance Reduction or Waiver of Coverage Requested (Exhibit C)**

**6.3 WORKERS' COMPENSATION**

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Contract. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by Contractor, its employees, agents, and subcontractors.

**x Insurance Reduction or Waiver of Coverage Requested (Exhibit C)**

**6.4 OTHER INSURANCES**

Contractor may be required to carry additional insurance based upon the nature of the work to be performed (scope of services). For each additional required insurance, a corresponding certificate of insurance must be provided. Claims-made policies must have a retroactive date either prior to the effective date of the Contract or the beginning of the Contract work. Claims-made coverage must extend a minimum of twelve (12) months beyond completion of Contract work or end of current Contract, whichever is later. If coverage is cancelled or non-renewed, and not replaced with another claims made policy with a retroactive date prior to the Contract effective date, the Contractor must purchase extended reporting coverage for a minimum of twelve (12) months beyond completion of Contract work. Contractor shall maintain a policy limit of not less than one million dollars (\$1,000,000) per incident, with a deductible or self-insured retention not to exceed \$2,500 unless approved by the County.

**Technology Professional Liability Errors and Omissions Insurance** appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for

breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:
- b. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency that will be in the care, custody, or control of Vendor.
- c. The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Vendor; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity 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 Entity.

#### **7. NONDISCRIMINATORY EMPLOYMENT:**

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

#### **8. SUBCONTRACTING:**

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

#### **9. ASSIGNMENT:**

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

#### **10. LICENSING AND PERMITS:**

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

#### **11. BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

#### **12. TITLE:**

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to County without exception or reservation. Contractor retains title and ownership of the Software or the Product Documentation, and the County retains a right to use this software and documentation in accordance with the terms of this Agreement. All terms and conditions of this Agreement are material terms of the license granted by this Agreement.

**13. TERMINATION:**

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving thirty (30) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving ninety (90) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

**14. RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

**15. AMENDMENT:**

This Contract may be amended or modified only by written agreement of all parties.

**16. ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

**17. JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Mono County, California.

**18. SUBJECT TO FUNDING:**

The ability of the 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 15. Amendment.

**19. INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract.

County agrees to indemnify, defend, and hold Contractor, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of County's willful misconduct or negligent performance of this Contract.

If County should become entitled to claim damages from Contractor for any reason under the Contract Documents, Contractor will be liable only for the amount of County's actual direct damages up to the amount of \$250,000 that are the subject of the claim. In no event will Contractor's aggregate liability for all claims arising under or relating to any contract document exceed the amount of \$250,000. It is agreed and acknowledged that each exhibit hereunder shall be considered as a separate contract document in relation to the associated software or services.

In no event will Contractor or any person or entity involved in the creation, development or distribution of any Software, services or other materials provided by Contractor under the Contract Documents be liable for any consequential, special, incidental, indirect, exemplary or punitive damages, even if Contractor has been advised of the possibility of such damages. Contractor will not be held responsible or be deemed to have failed to meet its obligations under the Contract Documents, if it either delays performance or fails to perform as a result of any cause beyond its reasonable control.

**20. COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all Federal, State and local laws and resolutions affecting services covered by this Contract.

**20. NOTICES:**

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: \_\_\_\_\_

Dept./Location: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Notices shall be given to Contractor at the following address:

Contractor: Tracy Orlando, VP of Contract Management & Compliance \_\_\_\_\_

Address: PO Box 2150  
15 Washington Street \_\_\_\_\_

Conway, NH 03818 \_\_\_\_\_

Telephone No: (603) 447-8600 \_\_\_\_\_

**21. ACKNOWLEDGEMENT OF EXHIBITS**

	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	X Scope of Services and related fees	_____
<u>EXHIBIT B.</u>	X Fees and Payment	_____
<u>EXHIBIT C.</u>	NOT APPLICABLE	_____

**EXHIBIT D.**

<b>X</b>	<b>Business Associate Agreement</b>
----------	-------------------------------------

**IN WITNESS WHEREOF**, the parties have executed this Contract on the date first above written.

**CONTRACTOR:**

**APPROVED BY  
COUNTY OF MONO:**

By: \_\_\_\_\_  
Tracy E. Orlando  
VP of Contract Management & Compliance  
Echo Consulting Services of California, Inc.

By: \_\_\_\_\_

---

**COUNTY COUNSEL REVIEW AND APPROVAL** *(Only required if any of the noted reason(s) applies)*

**REASON(S) REVIEW:**

- Contract Requires Board of Supervisors' Approval**
- Standard Short Form Content Has Been Modified**
- Optional Review by County Counsel at Department's Request**

**County Counsel:** \_\_\_\_\_

**Date:** \_\_\_\_\_

EXHIBIT A  
SCOPE OF SERVICE

**Name of Contractor:** Echo Consulting Services of California, Inc.  
**Address:** PO Box 2150  
15 Washington Street  
Conway, NH 03818  
**Telephone:** (603) 447-8600  
**Fax:** (603) 447-8680

**A. SCOPE OF SERVICES AND DUTIES.**

The services to be provided by CONTRACTOR and the scope of CONTRACTOR'S duties include the following:

**1. DEFINITIONS**

Capitalized terms used in this Exhibit will have the meanings given below or according to the context in which the term is used, as the case may be.

- A. **"Affiliate"** of a party means any other entity that directly or indirectly controls, or is under common control with, or is controlled by, the party. As used in this definition, **"control"** means actual or equitable ownership of a majority of the voting shares (or other securities, partnership interests or means of ownership, as the case may be) of an entity.
- B. **"Contract Documents"** mean this Master Information System Agreement and any other agreements relating to this Agreement entered into between County and Echo pertaining to information systems services, installation, training, maintenance, customization, conversion services or software licensing; and all exhibits, schedules and attachments to the foregoing.
- C. **"License"** means the license granted by Echo to County pursuant to Section 2.C of this Agreement.
- D. **"Product Documentation"** means any then-current manuals, technical materials or on-line help made available to County by Echo under any Contract Document.
- E. **"Services"** means the software development, implementation, training, maintenance, consulting and other professional services provided by Echo pursuant to this Agreement or any of the other Contract Documents.
- F. **"Software"** means Echo's software products accessible to County under any Contract Document and includes proprietary databases, automated forms, source and/or object code and executable code versions thereof, as well as any associated intellectual property rights.
- G. **"Specifications"** mean a mutually agreed upon document that describes with particularity the functions to be performed by the Software.

**2. ECHO RESPONSIBILITIES**

Echo will provide the following Services (if and to the extent specified in an exhibit hereto) on the terms and conditions of this Agreement:

- A. **Quality of Services.** Echo warrants, for the sole benefit of the County, for a period of ninety (90) days commencing when the Services are performed (the **"Warranty Period"**), that the Services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such Services. If County believes there has been a breach of this warranty, it must notify Echo in writing prior to the expiration of the Warranty Period stating, in reasonable detail the nature of the alleged breach. Without admitting or denying whether the Services have breached the warranties of this Section 2.A, Echo may, at its election, re-perform the affected Services or refund the amounts paid by Agency to Echo on account of such Services; and the parties agree and acknowledge that the foregoing shall represent County's exclusive remedy under this Section 2A.

## EXHIBIT A

### SCOPE OF SERVICE

- B. **Support Services.** Echo will provide County with remote support services (“**Support Services**”) for the Software and the accompanying Product Documentation listed in Exhibit A.1 (if any), on the terms and conditions of this Agreement.
- C. **Grant of License.** Echo grants to County a nonexclusive, nontransferable perpetual license from date of purchase, to use the Software and accompanying Product Documentation listed in Exhibit A.2, on the terms and conditions of this Agreement.
- (1) **Warranty of Fitness.** Echo warrants, for the sole benefit of the County, that the Software will perform as indicated in the Product Documentation, provided that County performs its covenants and agreements and meets its representations and warranties as provided herein and in the other Contract Documents. Among other things, the County shall install the Software in a manner consistent with applicable specifications, shall follow training instructions with respect to the operation of the Software, and shall observe the operating, security, and data control procedures set forth in the Product Documentation and/or addressed in training and implementation services.
- (2) **Limitations.** County may not transfer, sub-license, share, resell or lease the Software to any third party or otherwise use the Software as part of a commercial timesharing or service bureau operation or in any other resale capacity. County may use the Product Documentation solely in support of the Software.
- (3) **Number of Users.** County is limited to providing the Software only to the number of concurrent users set forth on Exhibit A.2. County may copy or reproduce the Software for internal back-up and archiving purposes only and County may copy or reproduce the Product Documentation for internal use by County personnel only.
- (4) **Title.** This Agreement does not convey to County title or ownership of the Software or the Product Documentation, but only a right of limited use in accordance with this Agreement. All terms and conditions of this Agreement are material terms of the license granted by this Agreement.
- D. **HIPAA Obligations.** In connection with entering into this Agreement, the parties will enter into the Business Associate Addendum attached as Exhibit D.

Each such exhibit which is completed and identified to this Agreement shall be deemed incorporated into and shall form a part of this Agreement from and after the date thereof and shall be subject to the general terms and conditions of this Agreement.

### 3. COUNTY RESPONSIBILITIES

- A. **Fees.** County agrees to pay Echo and/or authorizes Echo to charge against any applicable retainer the following fees on the terms and conditions set forth in this Agreement.
- (1) **Support Fees.** The fees for support services as set forth in Exhibit A.1 (if any). Fees may not increase annually more than 5% per year for a base plus 4 annual renewal dates through 2025.
- (2) **License Fees.** The fees for the License as set forth in Exhibit A.2 (if any).
- (3) **Fees for Additional Work.** Except as noted in Exhibits A.1 & A.2, as applicable, additional fees for services as requested in writing by County, unless otherwise specifically agreed, will be payable by County to Echo on a time and materials basis at Echo’s published rates in effect at the time the services are provided, currently \$225.00 per hour.
- B. **Submission Fees.** The fees for Software submissions and related configuration and testing as set forth in Exhibit A.3 (if any).
- C. **Reimbursable Expenses.** County agrees to pay the travel and other expenses in accordance with Echo’s standard policy as set forth on Exhibit A.4 (the “Reimbursable Expenses”). All Reimbursable Expenses will be invoiced to County on a monthly basis and are due and payable by County in accordance with the payment terms set forth in this Agreement.
- D. **Invoices.** Echo will submit invoices to County on a regular basis, identifying the fees and Reimbursable Expenses in connection with the services provided by Echo and identifying the specific services provided by Echo to which the fees apply. If applicable, Echo will account in such invoices for charges against County’s retainer (if any) during such period. [For any services performed on a time and materials basis, the invoice will also state the total number of hours worked by billable labor category.]
- E. **Terms of Payment.** Echo invoices are due and payable in full within thirty (30) days from the date of the invoice. All fees and Reimbursable Expenses shall be paid in United States Dollars, by check sent to Echo at the address first specified above or by wire transfer of funds to an account designated in writing by Echo.
- F. **Interest Due Upon Late Payment.** Invoiced payments not received within thirty (30) days of invoice date shall be deemed late. Echo may add to any late payments an interest charge of one and one-half percent (1 ½ %) per month compounded

## EXHIBIT A

### SCOPE OF SERVICE

monthly, or the maximum rate allowed by law if less; this interest will begin to accrue on the thirty-first (31<sup>st</sup>) day after the invoice's due date and will accumulate on the outstanding balance until paid in full.

- G. Payments Late By More Than Ninety (90) Days.** In the event that invoiced payments are not received within ninety (90) days of invoice date, County will, upon receipt in writing of Echo's request to do so, destroy or delete all copies of the Software and Product Documentation. In any such event, Echo shall be entitled, at its election by written notice to County, to declare County in material breach of this Agreement. Notwithstanding the foregoing, County will remain liable and responsible for all payments due under the Contract Documents; including without limitation all accrued fees and Reimbursable Expenses.
- H. Services Manager.** County will designate one or more "Services Manager(s)" who will be authorized to give or obtain all information, decisions and approvals of County for Echo's Services. Echo will propose a minimum of two staff members to serve as Echo's Services Manager(s) for this project.

#### 4. ADDITIONAL COUNTY RESPONSIBILITIES

- A. Approvals and Information.** County will respond promptly to any Echo request to provide information, approvals, decisions or authorizations that are reasonably necessary for Echo to perform the Services in accordance with the Contract Documents. Echo's request may also describe the course of action Echo intends to follow if it does not receive a timely response from County, which may include suspension of the affected Services. Echo will have the right to review County's use of the Software for the purpose of verifying the number of concurrent users of the same.
- B. Responsibility for Use and Verification.** County is solely responsible for the results of using the Software, hardware, equipment, Services, and other deliverables under the Contract Documents in its business operations. County is also solely responsible for testing and independent verification of such results prior to using them in its business.
- C. County's Failure to Provide Timely Response.** If action or inaction by County prevents or delays Echo from performing the Services, Echo shall be entitled to an equitable adjustment in the schedule for performance and any compensation payable for performance of the Services, including any fees and Reimbursable Expenses. In such event, the parties will mutually agree upon an amendment to this Agreement or any exhibit hereto documenting the adjustments.

#### 5. PROPRIETARY RIGHTS

- A.** County acknowledges that the Software and its Product Documentation constitute valuable trade secrets of Echo, and County agrees not to reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Software or extract or use any ideas, algorithms or procedures from the Software or Product Documentation for any reason. Except with respect to the license granted under this Agreement, Echo will own all intellectual property rights, title and interest in and to all work products developed by it under the Contract Documents. Notwithstanding the foregoing, Echo shall have no ownership interest in "Protected Health Information," as that term is defined in the rules and regulations promulgated under the Health Insurance Portability and Accountability Act of 1996; such Protected Health Information shall be governed by the provisions of the HIPAA Business Associate Addendum attached as Exhibit D.
- B. Possession of Source Code**
  - 1) Source code and technical documentation for the product listed in Exhibit A.2 ('Source Code') will be delivered to County within thirty (30) days of the receipt of a written request under the following conditions:
    - a) Declaration of bankruptcy by Echo
    - b) Echo ceases support of the product listed in Exhibit A.2.
  - 2) Echo grants County the nonexclusive, nontransferable right to use a copy of the Source Code on the terms in this section and in this agreement.
  - 3) County may use, modify and reproduce the Source Code only for the purpose of maintaining County's internal Software installation, and not for any other purpose. Without limiting the foregoing, County shall not secure the Source Code to modify or maintain the Software or any other software program for any other entity, or to create new software programs or functions.
  - 4) County shall maintain the secrecy of the Source Code and shall not disclose it to anyone outside the County. However, the County may allow a third party access to the Source Code for the purpose of maintaining County's internal Software installation, as long as the third party signs an agreement protecting the confidentiality of the Source Code.
  - 5) Such use of the Source Code would be limited to the licensing rights of the County as governed in this Agreement.

## EXHIBIT A

### SCOPE OF SERVICE

#### 6. LIMITED WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY

- A. Warranty of Fitness.** Echo warrants the fitness of the Software for the purposes set forth in Section 2.C(1) above; however, Echo makes no other warranties of fitness. Echo makes no warranty of any kind regarding third party software, hardware or equipment and is under no obligation to County with respect to the same.
- B. Quality of Services.** Echo warrants, for the sole benefit of the County, for a period of ninety (90) days commencing when the Services are performed (the "**Warranty Period**"), that the Services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such Services. If County believes there has been a breach of this warranty, it must notify Echo in writing prior to the expiration of the Warranty Period stating, in reasonable detail the nature of the alleged breach. Without admitting or denying whether the Services have breached the warranties of this Section 6.B, Echo may, at its election, re-perform the affected Services or refund the amounts paid by County to Echo on account of such Services; and the parties agree and acknowledge that the foregoing shall represent County's exclusive remedy under this Section 6.B.
- C. Nonconformity and Correction.** County agrees to notify Echo in writing within 120 days of delivery of the Software of any Nonconformity affecting such Software, describing in reasonable detail such Nonconformity. As used in this Agreement, "**Nonconformity**" means a reproducible condition in the Software that prevents the Software from performing the functions described in the Product Documentation and the Specifications such that the Software does not operate or cannot be used in a production environment. If County delivers to Echo a timely notice of Nonconformity and Echo determines that the items specified in the notice are in fact Nonconformities, Echo will modify the Software to remove the Nonconformity and will provide the modifications to County for testing. Echo's modifications will be made at no additional charge if the Software is being provided at a fixed price. If the Software is being provided on a time and materials basis, Echo's modifications will be made on a time and materials basis unless otherwise agreed in writing. Upon receipt of corrected Software from Echo, County will have a reasonable additional period of time, not to exceed ten (10) business days, to review the corrected Software to confirm that the identified and agreed-upon Nonconformities have been corrected. In the event that any Nonconformity persists through three (3) correction cycles as described herein, then Echo shall refund to County all amounts paid by County with respect to such Software and any affected Services, which shall constitute County's sole remedy in connection with such Nonconformity.
- D. Noninfringement.** Echo warrants that any original works of authorship provided by Echo pursuant to this Agreement, including their use by County in unaltered form, will not, to Echo's knowledge, infringe any third-party copyrights, patents or trade secrets that exist on the Effective Date and that arise or are enforceable under the laws of the United States of America. If a third-party brings an action against County making allegations that, if true, would constitute a breach of this warranty, then Echo will, at its own expense, defend, indemnify and hold County harmless in such proceeding, and Echo will pay all reasonable settlements, costs, damages and legal fees finally awarded.
- E. Disclaimer. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY. ECHO MAKES NO WARRANTY OR REPRESENTATION THAT THE USE OF THE SOFTWARE AND/OR PRODUCT DOCUMENTATION WILL ENSURE THE COUNTY'S COMPLIANCE WITH ANY LAWS OR REGULATIONS, WHETHER CURRENT OR PROPOSED OR THAT MAY BECOME EFFECTIVE AT ANY FUTURE DATE.**

#### 10. GENERAL

- A. Integration.** The Contract Documents constitute the entire agreement between the parties relative to the licensing and use of the products listed in Exhibit A.2 and supersede all other prior or contemporaneous communications between the parties (whether written or oral) and all other communications relating to the subject matter of the Contract Documents. The Contract Documents may be modified or amended solely in a writing signed by both parties. The parties agree that any pre-printed terms contained in County's purchase orders, acknowledgments, shipping instructions, or other forms or in Echo's invoices, that are inconsistent with, or different from, the terms of the Contract Documents will be void and of no effect even if signed by the party against which their enforcement is sought.
- B. No Waiver.** No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy; and no waiver will be effective unless it is in writing and signed by the waiving party.
- C. Travel Expense Reimbursement.** All services provided at the customer site exclude travel costs. Such travel costs are billed separately. Please review the contents of the Scope of Service agreement as well as Exhibit A.4 (Expense Reimbursement Policy) for additional information relating to these charges.



EXHIBIT A

SCOPE OF SERVICE

3. **Hosting Services**

1. **ECHO Responsibilities** – Echo will maintain application, database, and communications servers adequate for AGENCY to operate the software defined in Exhibit A.2. Hosting will include:

- a. Installation of all application software defined in Exhibit A.2
- b. Installation of all operating system and communications software necessary on the server to operate the software and number of users defined in Exhibit A.2
- c. Creation of the initial database necessary for the operation of the application software
- d. Maintenance of the application database, including indexes, stored procedures and triggers
- e. TCP/IP communications linkages accessible to AGENCY via the Internet
- f. Adequate data storage capacity for application software operation
- g. Network Monitoring
- h. A full database back-up will be executed nightly, without interruption of system operation. In addition, at least four (4) times during each ECHO workday, a complete transaction log back-up will be made. Verification of successfully completed backup processes is included
- i. Monitoring of key system metrics including: Threshold based monitoring of CPU utilization, file systems space utilization, and memory utilization
- j. Network/firewall monitoring
- k. Server Redundancy: In order to maximize system availability, server redundancy will be maintained, including web server and application server, as well as industry standard RAID data storage configuration. In addition, Internet connectivity will have multiple broadband or faster connections.
- l. Security / Encryption: ECHO will utilize industry standard digital certificates that provide a minimum of 128-bit encryption through Secure Socket Layer (SSL) technology to manage server-based security of AGENCY data and data communications.
- m. Updates and System Maintenance
- n. Database and operating system software will be installed and maintained in operating order
- o. ECHO will provide updated versions of application, database and operating system software at intervals determined by ECHO
- p. ECHO will establish maintenance timeframe windows with AGENCY for required updates and general system maintenance that will limit access to the system.

2. **Agency Responsibilities System Support**

- 1. Agency shall provide all of the local equipment and operating systems necessary for operation of the products.
- 2. Agency shall install and pay the cost of the high-speed communication interface with the Internet with which the products will operate
- 3. From time to time, Echo may need the assistance of the Agency in diagnosing a support issue. The Agency will assist Echo in performing diagnostic activities in connection with a request for services under this Agreement.

4. **Term**

1. ShareCare support and maintenance services become effective September 1, 2021. Echo shall provide support and maintenance services in one-year terms per the terms of this Agreement. County may extend the term by mutual modification to the Agreement after each one-year term. Should County wish to discontinue its support services, 90 days notice prior to the support renewal date must be given to ECHO.

5. **Reimbursement**

- 1. The COUNTY will reimburse ECHO the support rate in effect as of the support renewal date. Invoicing for such support occurs approximately 60 days prior to its due date, and payment will be due according to the terms established in this agreement.
- 2. The support rate is calculated based upon the number of concurrent Echo software licenses as listed in Exhibit A.2. The rate effective September 1, 2021 is as follows:

Echo Software	Number of Concurrent Users	Annual Support & Hosting Cost
ShareCare	12	\$61,108.00

EXHIBIT A  
SCOPE OF SERVICE

**EXHIBIT A.2 LICENSE**

County acknowledges previous purchase and/or annual licensing costs of the following Echo software and third party software products:

Software Product	Number of Concurrent Users	Total Software License Cost
ShareCare License	12	Previously Purchased
Dr. First Rcopia ePrescribing License	1 full-time prescriber (named)	\$1,000 annually

**Payment Terms.** License fees as listed above are due as third party license is renewed or replaced throughout the term of this Agreement.

**EXHIBIT A.3 SOFTWARE CUSTOMIZATION**

**Submissions**

The following submissions for the software products listed in Exhibit A.2. have been selected by the County and included in this Exhibit A.3.

State	Submission Name	Submission Cost
California	Standard 837, MediCal Claim	No Charge
California	Standard 837, Medicare and Insurance	No Charge
California	Standard 835 Electronic Remittance	No Charge
California	CSI Data Reporting: including DIG and MHSA required data	No Charge
California	State Mandate Changes	NTE \$10,000.00 per year

Any changes to these submissions required by the State of California and any costs incurred as a result of those changes to the submissions will be shared among all California ShareCare customers. Echo agrees to work with other California ShareCare users to create a ShareCare California Users Group and agrees to attend meetings with this group on a bimonthly basis at no additional cost to the County. Costs for future software development or program changes necessitated by State mandates shall be distributed between ECHO California ShareCare clients as mutually agreed upon by ShareCare User Group and ECHO. County agrees to participate in the ShareCare User Group and attend meetings once established by a memorandum of understanding between the Counties using ShareCare.

**EXHIBIT A.4 TRAVEL EXPENSE REIMBURSEMENT**

**Policy**

ECHO will make every effort to split travel-related expenses among as many clients as possible and to minimize overall costs. Under no circumstances will the total expenses billed exceed actual expenses incurred. ECHO will attempt to charge expenses proportionate to those incurred by each client. All such allocations will be at ECHO's discretion within these general guidelines.

**Procedure**

*Common Carrier Expenses.* Expenses such as plane, train, taxi, bus, rental car, etc. will be reimbursed based on actual expenditure. Plane, train, and rental car expenses must be supported through receipts. Taxi expense may include gratuity. ECHO will attempt to schedule lowest possible cost transportation, but such scheduling will be based on ECHO's other scheduling requirements and

## EXHIBIT A

### SCOPE OF SERVICE

experience with various carriers. First class or business class will not be reimbursed by ECHO or billed to clients without prior client approval. Final authority for scheduling is ECHO's.

ECHO may utilize reimbursed travel to visit other non-paying clients or for other purposes. The client will not pay any costs over and above those, which would have been incurred, solely for the client.

*Meals.* Meals will be charged on a per diem basis in accordance with IRS per diem rates. Normally, this will be set at \$47.00 per day. Under no circumstances will meals purchased for client staff be billed back to the client.

*Rooms.* We permit clients to specify our staff accommodations. Our only requirements are that rooms should be quiet, clean contain telephones and TV, and be as accessible as possible to the work site. When more than one ECHO staff person is traveling, we require separate accommodations. The client will be billed for actual expenditures based on hotel receipts.

*Mileage.* Clients will be billed at \$.55 per mile from ECHO's offices, including travel to and from airports. Tolls and parking will be charged in addition.

*Staff Time Charges.* Clients will be billed for actual ECHO staff time utilized in a given day. Days that are used solely for travel will not be billed to the client for ECHO staff time. Staff time used for client-related work on those days will be billed only for time actually used. Days on which service is provided which include travel time, will be billed for the combined time, up to eight hours. For example, our staff person leaves home at 6:00A.M. for a 10:00A.M. session in Philadelphia. He/she leaves at 3:00P.M. for home. An eight hour day will be charged to the client. All travel related expenses will be charged even on days in which staff time is not.

*Multi-Client Expense Allocation.* ECHO will make every effort to split travel-related expenses among as many clients as possible. Under no circumstances will the total expenses billed exceed actual expenses incurred. ECHO will attempt to charge expenses proportionate to those incurred by each client. All such allocations will be at ECHO's discretion.

EXHIBIT B

FEES & PAYMENT SCHEDULE

**B. PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

1. **BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR annually for software support, maintenance, hosting and third-party license fees. In no event shall total annual compensation paid to CONTRACTOR under this agreement exceed 5% of the previous year's fees without a modification to this Agreement approved by the County of Mono and ECHO. Actual annual support fee increases, if any, will be determined each year at the time of renewal and issued on the invoice due for the next fiscal year. Capped annual increases are as follows:

Year	ShareCare (12 users) Software Support, Maintenance and Hosting	Dr. First Rcopia with EPCS Gold ePrescribing annual License fee (1 named full-time user)	Contingency Funds (For California Mandates, Emergency Services as ordered by County)	Capped Annual Total
Sept 1, 2021 – Aug 31, 2022	\$61,108.00	\$1,000.00	NTE \$10,000.00	NTE \$72,108.00

CONTRACTOR shall submit requests for payment at least 60 days prior to annual renewal date for software support, maintenance, hosting and third-party license fees.

2. **ADDITIONAL SERVICES FEE.** COUNTY shall pay CONTRACTOR a contract fee on a time and materials basis not to exceed Echo's published service rates in effect at the time the services are provided (including customizations, training, conversions, consulting, etc.) as requested and approved under separate proposal by the COUNTY. The current Echo published service rate for CA is \$225.00 per hour. CONTRACTOR shall submit requests for payment after completion of additional services or no later than the tenth (10th) day of the month following provision of services.

**Please see additional detail of fees at Exhibit A.**

## EXHIBIT D

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made a part of the contract for the provision of Software Support, Maintenance, and Hosting Services ("Contract") by and between the County of Mono, referred to herein as Covered Entity ("CE"), and Echo Consulting Services of California, Inc. referred to herein as Business Associate ("BA"). In the event that any provision contained in this Agreement conflicts with a provision of the Contract, this Agreement shall control, as further set forth herein.

#### RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

#### 1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

#### 2. Obligations of Business Associate

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner

## EXHIBIT D

### BUSINESS ASSOCIATE AGREEMENT

that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE (e.g., as authorized by the Contract) and as permitted by the HITECH Act (such as a copy service providing copies of medical records to patients), 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by the Contract, that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than fifteen (15) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** If BA maintains a Designated Record Set on behalf of CE, then BA shall make Protected Information maintained by BA or its agents or subcontractors in such Designated Record Set(s) available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** If BA maintains a Designated Record Set on behalf of CE then, within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Upon request by CE for an accounting of disclosures of Protected Information, and in the time and manner directed by CE, BA and its agents or subcontractors shall make available to CE the information required for CE to provide an accounting of disclosures so as to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that

## EXHIBIT D

### BUSINESS ASSOCIATE AGREEMENT

reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation. CE shall have at least thirty (30) calendar days to cure the breach or violation from the date it received written notice, prior to BA reporting the problem to the Secretary of DHHS.
- o. **Audits, Inspection and Enforcement.** Within ten (10) calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

### 3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

4. Indemnification

BA agrees to defend, indemnify, and hold harmless CE against liabilities arising from or alleged to arise from breach of the terms of this Agreement in accordance with, and to the same extent as required by, the provisions of the Contract related to defense and indemnification.

5. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named as an adverse party.

7. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. Effect on Contract

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in force and effect.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

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

COVERED ENTITY

BUSINESS ASSOCIATE

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Mono County Counsel



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 5, 2021

**Departments: Behavioral Health**

**TIME REQUIRED**

**SUBJECT** InSync Contract for Electronic Health  
Record (EHR) Services

**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 InSync Healthcare Solutions, LLC, pertaining to provision of Electronic Health Record (EHR) System Services

---

### RECOMMENDED ACTION:

- 1) Approve the contract between Mono County and InSync for the provision of electronic health record system services and authorize the CAO to execute said contract on behalf of the County.
- 2) Provide authorization for the Behavioral Health Director to approve minor amendments and/or revisions to the contract that do not substantively modify its terms, with approval as to form by County Counsel.

---

### FISCAL IMPACT:

The total amount of the three-year contract is \$230,940 and is not to exceed \$76,980 per 12-month period. The increased yearly contract cost of \$8,782 will be split among cost centers and the cost of both EHR systems was budgeted for during the Mono County budget process. Additionally, MCBH applied for a Telehealth Grant through the Department of Health Care Services to help offset the costs of both EHR systems. If awarded in full, this grant will allocate more than \$110,000 toward the cost of both EHRs.

---

**CONTACT NAME:** Robin Roberts

**PHONE/EMAIL:** 7609241740 / rroberts@mono.ca.gov

---

### SEND COPIES TO:

jworkman@mono.ca.gov, smejia@mono.ca.gov

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Staff Report](#)

[Contract](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/22/2021 12:11 PM	County Counsel	Yes
9/29/2021 3:28 PM	Finance	Yes
10/1/2021 4:12 PM	County Administrative Office	Yes



**MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT**

---

**COUNTY OF MONO**

---

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

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

**SUBJECT:**

Contract with InSync Healthcare Solutions, LLC for the Provision of Electronic Health Record System Services

**RECOMMENDED ACTION:**

1) Approve the contract between Mono County and InSync for the provision of electronic health record system services and authorize the CAO to execute said contract on behalf of the County. 2) Provide authorization for the Behavioral Health Director to approve minor amendments and/or revisions to the contract that do not substantively modify its terms, with approval as to form by County Counsel.

**DISCUSSION:**

In summer of 2020, Mono County Behavioral Health (MCBH) began working with Mono County IT to identify criteria for the selection of a new electronic health record (EHR) system. The current legacy EHR system, Echo: Clinician's Desktop, is no longer meeting the department's billing, scheduling, and efficiency needs. Following a structured selection process, in which three systems were previewed, MCBH selected InSync as the desired system and vendor. The software platform provided by InSync will improve clinic and business operations by streamlining scheduling, Medi-Cal documentation, state reporting, billing, and revenue reconciliation. This efficiency and ease of use will reduce staff time and increase billing revenue, in addition to boosting staff morale.

In order to ensure continuity of all clinic and business operations, MCBH plans to have two concurrent EHR contracts: one with Echo, its existing vendor, and this one with InSync. This will allow the Department to ensure that all records are successfully migrated and that there is no lapse in billing or client care. The updated contract with Echo is also before the Board of Supervisors at the October 5, 2021 meeting.

**FISCAL IMPACT:**

The total amount of the three-year contract is \$230,940 and is not to exceed \$76,980 per 12-month period. The yearly cost is all inclusive of licenses, training, implementation, and ongoing

technical support. The increased yearly contract cost of \$8,782.00 will be split among cost centers and the cost of both EHR systems was budgeted for during the Mono County budget process. Additionally, MCBH applied for a Telehealth Grant through the Department of Health Care Services to help offset the costs of both EHR systems. If awarded in full, this grant will allocate more than \$110,000 toward the cost of both EHRs.

**SUBMITTED BY:**

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



**PM/EMR Software & Services Term Sheet**

Number of Providers:	20	Customer Name (Legal Entity Name):	Mono County
		Practice Name:	Mono County
		Date of Term Sheet:	9/17/2021
		Price Validity:	11/1/2021
TOTAL NUMBER OF PROVIDERS:	20	First Invoice Date:	Date of Signing
			Client Initials

**Package, Licensing & Term Options**

			<b>InSync® PM+EMR</b>	
			Subscription	
Subscription Term			3 Years	
Total Upfront Cost (Year One Subscription and Implementation)			\$76,980	
Annual Subscription (Years 2-3)			\$76,980	
			<b>InSync® PM+EMR</b>	
EMR			•	
Practice management (Billing)			•	
Billing and A/R Support			•	
Clearing House			•	
E-Eligibility			•	
Scheduler			•	
Patient registration			•	
Document management			•	
Secure messaging			•	
General Reporting			•	
CA State Reporting (CSI, Cal OMS, Cost Reporting, FAST Reporting, DCR, Post Hospitalization)			•	
Dashboards			•	
Patient portal			•	
EMAR and Bed Management			•	
Appointment Reminders			•	
Support, Maintenance, Hosting			•	
<b>Professional Services Included</b>				
Set Up and Configuration			40 Hours	
RCM (Medical Billing) Service			License Subscription	
Software Maintenance & Standard Updates			Included	
Customer Support (Toll-free phone, email, web)			Included	
Hosting			Included	

### Additional Terms

- Customer's access to and continued use of the Software and Services (including RCM Services, if applicable) is subject to acceptance of InSync HCS's [Terms and Conditions of Use and Account Agreement](#) and, if applicable, the InSync HCS [RCM Terms and Conditions Agreement](#). The General Terms and Conditions and the RCM Terms and Conditions are incorporated into this term sheet. **\*Customer will be required to accept such terms and conditions online upon login and should review such documents in detail to ensure compliance all terms and conditions.**
- Third party add-on software modules and services may be subject to such additional terms and conditions, fees, and limitations that may be made available to Customer in writing from time to time. Such fees will be billed separately by InSyncHCS.
- Total Upfront Costs are due upon execution of this Term Sheet. All recurring fees (and third party fees) are subject to increase from time to time are due and payable on the first calendar day of each month and must be paid by ACH (auto-debit) or credit card only. **CUSTOMER AGREES AND ACKNOWLEDGES THERE ARE NO REFUNDS FOR ANY UPFRONT COSTS (INCLUDING LICENSE PURCHASE FEES), RECURRING FEES, OR THIRD PARTY FEES.**
- Service Exclusivity (If using InSync RCM services). Practice acknowledges that InSync RCM Services will have the exclusive rights to perform all components of billing and collections for services rendered by the Practice to their patients and/or clients on or after the acceptance of this Agreement. Practice acknowledges that it will not outsource or perform inhouse or within another department of the Practice any components of its billing and collections for all services rendered by the Practice during the effective term of this Agreement.
- Customer and InSyncHCS expressly agree that: (1) the exclusive jurisdiction for any dispute between the Parties (whether relating to this Agreement or otherwise) shall be the court of record for Hillsborough County, Florida; and (2) prior to filing any cause of action, or legal proceeding, the Parties agree that they will first be required to attend in-person mediation in Tampa, FL. Both Parties agree to send a representative with full settlement authority to the mediation. All mediation costs (excluding a party's travel costs) shall be split between the Parties. The foregoing, the pre-suit mediation requirement will be waived and not required in the event InSyncHCS brings an action against Customer for unpaid fees
- Financing options for license purchases are available through InSyncHCS's capital funding partner(s) and are subject to credit approval.

Client Initials  

### Value-Added and Third-Party Products & Services

	Unit Price	QTY	Client Initials
<b>Clearinghouse Fee</b>			
<b>Unlimited</b> HCFA Electronic Claims, ERAs and Secondary Claims from Participating Payers. <i>Included up to 20 NPI's</i>		20	
<b>UB-04 Submission - Unlimited</b>		0	
<b>Real-Time Insurance Eligibility Check</b>			
<b>Unlimited</b> monthly transactions per Provider NPI <i>Included up to 20 NPI's</i>		20	
<b>Medication Management Package (InSyncRx)</b> <i>Included up to 2 Prescribers</i>		2	
Patient hand-outs in 18 languages and comprehensive doctor's drug reference from GSDD Allergy, Drug and Pregnancy interaction review from GSDD Comprehensive managed care formularies from SureScripts, including Medicare Part D and Medicaid RxHub: managed care interface for all-doctor drug history and electronic mail-order			
<b>Integrated ePrescribing for Controlled Substances - EPCS (InSyncRx)</b> <i>Included up to 2 Prescribers</i>		2	
Setup and Training on e-prescribing and prescription management for controlled substances. Requires Identity Proofing and two-factor authentication. <b>NOTE: This service also requires an \$100 Identity Proofing fee payable directly to Exostar in addition to the \$150 InSync setup fee.</b>			
<b>Outsourced Patient Statement Submission</b>	<b>Per statement fee (1st pg)</b>	\$0.94	0
Paper statements	<b>Each additional page</b>	\$0.28	
Monthly minimum of \$20 applies.			
E-Statements		\$0.30	
This service requires office to capture valid email addresses for statements to be sent electronically.	<b>Per statement</b>		0
If email address is invalid, office needs to send paper statement manually.			
<b>Appointment Reminder Service (Powered by AlertSolutions)</b>			1
Up to 12,000 reminders per year. Additional reminders will be invoiced the following year @ rate of .10 per reminder. Phone, Text, and E-mail reminders.			
<b>ASAM Form</b> <i>Included</i>			20
ASAM 6 Dimensions of Care. First year included in total upfront cost.			
<b>Unlimited Telemedicine Integration (Powered By Zoom)</b>			
Unlimited telemedicine visits.			
<b>Scanner with Insurance Card &amp; Driver's License OCR Integration</b> <i>Included</i>			1
<i>(SnapShell IDR w/.Net OCR Powered by Card Scanning Solutions Inc.)</i>			
Optical Character Recognition (OCR) for extracting discrete data elements from scanned Drivers License, IDs and Insurance Cards and populating them directly into fields available on Demographics and Insurance page. <b>NOTE: All OCR devices are warranted by manufacturer for a maximum of 12 months from date of purchase.</b> <b>NOTE: Devices returned other than for defect will be refunded, subject to a 30% restocking fee.</b>			
<b>Electronic Signature Pad with Integration</b>			0
<i>(SignatureGem Backlit LCD 1X5 Powered by Topaz Systems Inc.)</i>			0
Electronic LCD signature pad to capture patients' signature on custom forms; eliminates the need to print and scan the forms back into the system <b>NOTE: All signature pad devices are warranted by manufacturer for a maximum of 12 months from date of purchase.</b> <b>NOTE: Devices returned other than for defect will be refunded, subject to a 30% restocking fee.</b>			

<b>InSyncHCS Direct - Organization Account</b> (Powered by Secure Exchange Solutions) Practice email account using the DIRECT protocol for securely sharing healthcare information between referring providers; Required for Meaningful Use Stage 2 (one per practice)	<i>Included</i>		1	
<b>InSyncHCS Direct - Individual Account</b> (Powered by Secure Exchange Solutions) Individual provider personal email account (or per practice organizational account for non-EMR customers) using the DIRECT protocol for securely sharing healthcare information between referring providers	Per email address/month	\$15	0	
<b>Electronic Fax – Inbound</b> (Powered by Interfax) Up to 500 inbound pages included per fax line per month	Per fax line/month	\$25	0	
	Toll-Free Number	\$19	0	
	Port Current Number	\$40	0	
	Additional charges: 10 cents/each add'l page over 500			
	One-time setup fee of \$95 applies	\$95		
<b>Electronic Fax – Outbound</b> (Powered by Interfax)	Per page	\$0.12	0	

<b>Training Plan</b>				
			QTY	Client Initials
<b>Onsite Discovery</b> InSync certified trainer will spend a minimum of 2 days onsite at the practice to gain a full understanding of workflows, content, and all practice specific needs.	<b>2-Day Minimum</b>		0	Days
<b>Onsite Training</b> InSync certified trainer will spend a minimum of 3 days onsite at the practice training superusers and staff.	<b>3-Day Minimum</b>	<i>Included</i>	0	Days
<b>Onsite Trips</b> Total number of trainer travel trips included in overall training plan	<b>Airfare Included</b>	<i>Included</i>	0	Trips
<b>Remote Training</b> Remote training hours conducted by InSync certified trainer	<b>20-Hour Minimum</b>	<i>Included</i>	56	Hours

<b>Value-Added and Third-Party Products &amp; Services (CONT)</b>				
			QTY	Client Initials
<b>Data Import</b>				
<b>Option A</b> Import of basic patient demographic, insurance master files, providers, and referring providers from .xlsx or pipe delimited .csv. • Client will provide data in specified format. • Only fields provided will be converted		<i>Included</i>	0	
<b>Option B</b> Includes Option A plus the conversion of clinical data which includes patient charts, medical history, treatment history, lab results, insurance records and other documents. • All Clinical Data must be provided to InSync in PDF format. Any other formats will not be converted. Data Index file may be required to name documents appropriately. • Clinical Data is converted as PDF attachments in the document manager. • This option includes up to 50 GB of data. Anything over 50 GB will incur an additional cost.		<i>Included</i>	1	
<b>***NOTE: Any import/export of data in format other than .xlsx, pipe ( ) delimited, or C-CDA will incur additional charges for data formatting.</b>				
*This fee is due to InSync. Your current software may charge for any data extractions. This is outside of the fees paid to InSync.				
**All Data Migration/Conversion services are provided as a convenience for our customers. InSyncHCS assumes no liability with regards to the accuracy, integrity or validity of migrated or extracted data.				
<b>HL7 Link to 3rd Party Software</b> • Upon development scope and confirmation			0	
<b>State Data Submission</b> Practice agrees to use InSync's existing state data submission functionality. If additional development is required, project is subject to Statement of Work and any fees associated with it.			0	
<b>MIPS Submission Service</b> InSync will setup and train practice on MIPS submission through the InSync software. *Client will incur an additional fee based on submission method and number of measures		Request activation	0	
<b>Medical Transcription</b>	Ask for quote			
<b>General Consulting Services (Remote)</b> Includes any IT related services required/requested by clients for maintenance and administration of onsite application servers.	10-hour minimum		0	

Comments: Contract is all inclusive for all initialed items. Any additions that are made over the current amounts will be invoiced the following year.

Practice Legal Name:

Blank lines for Practice Legal Name, DBA, Address, City, State, Zip, Phone, Fax, Email, and Contact Name.

DBA:

Address:

City, State, Zip:

Phone:

Fax:

Email:

Contact Name:

Authorized Signature:

(Please Note: By signing this document you are confirming that you are authorized to make commitments on behalf of the medical practice and affirm acceptance of the software "as-is", that the signor had satisfied themselves the software is suited for their intended purpose. If there are any exceptions they must be listed in the above comment section.)

Name:

Title:

Date:

InSync Healthcare Solutions, LLC

Company Name:

InSync Healthcare Solutions, LLC

Address:

8408 Benjamin Road

City, State, Zip:

Tampa, FL 33634

Phone:

813-563-8130

Fax:

732-200-3308

Sales Person:

Matt Lewis

By:

Name:

Title:

Effective Date:

Customer hereby authorizes InSync Healthcare Solutions to initiate monthly debit entries for the amount due as per this agreement from the Customer's financial account or credit card account named below.

I understand and agree that payment will be withdrawn through an auto pay system monthly/annually.

Client Initials

Client Initials box

Initial One Option

I decline signing up for auto pay and accept the \$10 check service fee per month for payment with check

Client Initials

Client Initials box

Desired Delivery of Invoice:

Paper (mailed USPS)

ACH Authorization:

Customer's Financial Institution:

Customer's Financial Institution line

Name on Account:

Name on Account line

Routing / ABA No:

Routing / ABA No line

Credit Card:

Card Type:

Visa  Master Card

Billing Address:

Billing Address line

City/State:

City/State line

Account Type:  Checking  Savings

Account No:

Account No line

Name on Card:

Name on Card line

Card No.:

Card No line

Expiration Date:

Expiration Date line

Security Code:

Security Code line

Version 2.02



# INSYNC DATA IMPORT

There are 2 available options for data import. Below outlines each option. Please note all data imports will need to be provided to InSync by the client. During the final data import, the office will be held accountable to track everything entered their current software manually.

- Client is responsible for providing data to InSync in proper format. InSync cannot extract data from other software.
- Client's current software may charge the client a fee for exporting data.

## Option A.

Import of basic patient demographic, insurance master files, Scheduled Appointments (Future), providers, and referring providers from .xlsx or pipe (|) delimited .csv.

- This is contingent on the client providing the data files in the correct format. Fields to convert and format available on pages 2 & 3.
- Note that **only** the fields listed below will be migrated into the InSync system.
- **No financial data will be converted.**

## Option B.

Includes Option A plus the conversion of clinical data which includes patient charts, medical history, treatment history, lab results, insurance records and other documents.

- All Clinical Data must be provided to InSync in PDF format. Any other formats will not be imported.
  - Data Index file may be required to name documents appropriately.
- Clinical data is imported as PDF attachments in the document manager.
- Discrete Clinical data including diagnosis codes, current meds/allergies, treatment plans, pharmacies, etc. will not be migrated.
- This option includes up to 50 GB of data. Anything over 50 GB will incur an additional cost.
- If client cannot provide clinical data in PDF format, client can use a 3<sup>rd</sup> party company called Ellkay for data import. Client would be responsible for any fees from 3<sup>rd</sup> party services.

Please confirm which option was purchased on term sheet:

\_\_\_\_\_ Option A

\_\_\_\_\_ Option B

I have read this document. I understand what fields InSync will import and acknowledge that any additional items will not be imported.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



# PATIENT DEMOGRAPHIC & INSURANCE DATA

Insync will provide a *Sample Template* that can be used to hold the Data. The client is responsible for sending the Patient Demographics & Insurance Data file to their Data Migration Specialist. If the data is not in the correct format, it will be the client's responsibility to correct and resend. Data needs to be provided in a xlsx or pipe (|) delimited .csv. Each data field listed as to be in its own column.

Patient Demographics:	
<ul style="list-style-type: none"> <li>▪ MRN Number (Pt ID)</li> <li>▪ Patient First Name*</li> <li>▪ Patient Middle Initial</li> <li>▪ Patient Last Name*</li> <li>▪ Patient Suffix</li> <li>▪ Patient SSN</li> <li>▪ Patient Date of Birth*</li> <li>▪ Patient Gender*</li> <li>▪ Patient Address 1*</li> <li>▪ Patient Address 2</li> <li>▪ Patient City*</li> <li>▪ Patient State*</li> <li>▪ Patient Zip Code*</li> <li>▪ Patient Home Number</li> <li>▪ Patient Work Number</li> <li>▪ Patient Mobile Number</li> <li>▪ Patient Email Address</li> <li>▪ Patient Marital Status</li> <li>▪ Patient Race</li> <li>▪ Patient Ethnicity</li> </ul>	<ul style="list-style-type: none"> <li>▪ Emergency Contact First Name</li> <li>▪ Emergency Contact Last Name</li> <li>▪ Emergency Contact Suffix</li> <li>▪ Emergency Contact Relationship</li> <li>▪ Emergency Contact Gender</li> <li>▪ Emergency Contact Addr 1</li> <li>▪ Emergency Contact Addr 2</li> <li>▪ Emergency Contact City</li> <li>▪ Emergency Contact State</li> <li>▪ Emergency Contact Zip</li> <li>▪ Emergency Contact Home Number</li> <li>▪ Emergency Contact Work Number</li> <li>▪ Emergency Contact Cell Number</li> <li>▪ Patient Primary Provider</li> <li>▪ Patient Referring Provider</li> </ul> <p><b>Note:</b> Insync can also import Guarantor Contact information</p>
Patient Insurance Subscriber:**	Master Insurance List**
<ul style="list-style-type: none"> <li>▪ Primary Insurance Payer Name*</li> <li>▪ Primary Insurance Payer Addr 1*</li> <li>▪ Primary Insurance Payer Addr 2</li> <li>▪ Primary Insurance Payer Zip*</li> <li>▪ Primary Insurance Policy #*</li> <li>▪ Primary Insurance Copay</li> <li>▪ Primary Subscriber First Name*</li> <li>▪ Primary Subscriber Last Name*</li> <li>▪ Primary Subscriber Relationship*</li> <li>▪ Primary Subscriber Gender*</li> <li>▪ Primary Subscriber DOB*</li> <li>▪ Primary Subscriber Addr 1*</li> <li>▪ Primary Subscriber Addr 2</li> <li>▪ Primary Subscriber Zip*</li> <li>▪ Primary Subscriber DOB*</li> </ul> <p><b>Note:</b> Insync can also import Secondary and Tertiary Insurances</p>	<ul style="list-style-type: none"> <li>▪ Insurance Payer Name*</li> <li>▪ Insurance Address 1*</li> <li>▪ Insurance City*</li> <li>▪ Insurance State*</li> <li>▪ Insurance Zip Code*</li> <li>▪ Insurance Phone Number</li> <li>▪ Insurance Payer ID</li> <li>▪ Financial Class</li> <li>▪ Insurance Type</li> <li>▪ Effective from Date</li> <li>▪ Effective to Date</li> </ul> <p><b>Note:</b> Insurance information is not required if practice does not take insurance</p>

\*Required Fields for the data migration



Referring Providers	
<ul style="list-style-type: none"> <li><input type="checkbox"/> Referring Provider Prefix</li> <li><input type="checkbox"/> Referring Provider First Name*</li> <li><input type="checkbox"/> Referring Provider Middle Name</li> <li><input type="checkbox"/> Referring Provider Last Name*</li> <li><input type="checkbox"/> Referring Provider Suffix</li> <li><input type="checkbox"/> Referring Provider Address 1</li> <li><input type="checkbox"/> Referring Provider Address 2</li> <li><input type="checkbox"/> Referring Provider City</li> </ul>	<ul style="list-style-type: none"> <li>▪ Referring Provider State</li> <li>▪ Referring Provider Zip code</li> <li>▪ Referring Provider Phone</li> <li>▪ Referring Provider Fax</li> <li>▪ Referring Provider Mobile</li> <li>▪ Referring Provider Email</li> <li>▪ Referring Provider NPI</li> <li>▪ Referring Provider Medicaid Number</li> </ul>

## SCHEDULER DATA

Insync will import all future appointments starting from the implementation Go-Live Date. The client is responsible for sending the Scheduler Data file to their Data Migration Specialist. If the data is not in the correct format it will be the client’s responsibility to correct and resend. Scheduler data needs to be provided in a xlsx or pipe (|) delimited .csv.

Appointment Data	
<ul style="list-style-type: none"> <li>▪ MRN</li> </ul>	<ul style="list-style-type: none"> <li>▪ Medical Record Number of the patient, or the external MRN, whichever is possible.</li> </ul>
<ul style="list-style-type: none"> <li>▪ LName</li> </ul>	<ul style="list-style-type: none"> <li>▪ Last name of the patient</li> </ul>
<ul style="list-style-type: none"> <li>▪ FName</li> </ul>	<ul style="list-style-type: none"> <li>▪ First Name of the patient</li> </ul>
<ul style="list-style-type: none"> <li>▪ DOB</li> </ul>	<ul style="list-style-type: none"> <li>▪ Date of Birth of the Patient</li> </ul>
<ul style="list-style-type: none"> <li>▪ Resource Name</li> </ul>	<ul style="list-style-type: none"> <li>▪ Name of the resource, for that scheduler is being configured, and within that profile we need to place the appointment</li> </ul>
<ul style="list-style-type: none"> <li>▪ Visit Date</li> </ul>	<ul style="list-style-type: none"> <li>▪ Date of the appointment</li> </ul>
<ul style="list-style-type: none"> <li>▪ Visit Time</li> </ul>	<ul style="list-style-type: none"> <li>▪ Start time of the visit in HH:MI format (in 24 hrs format)</li> </ul>
<ul style="list-style-type: none"> <li>▪ AppDuration</li> </ul>	<ul style="list-style-type: none"> <li>▪ Duration of the appointment (Ex:\ 60 minutes = 1:00; 90 minutes = 1:30)</li> </ul>
<ul style="list-style-type: none"> <li>▪ Visit Types</li> </ul>	<ul style="list-style-type: none"> <li>▪ Visit Type should match the Types provided in the “Setup Workbook” (Pg.1). If an exact match is not found the appointment will be transferred as “Conversion”</li> </ul>
<ul style="list-style-type: none"> <li>▪ Appointment Comments</li> </ul>	<ul style="list-style-type: none"> <li>▪ (Optional), if there is any comment/note to be migrated.</li> </ul>



# HOW TO PREPARE FOR DATA IMPORT

## Before Data Import

- ✓ InSync is responsible for importing the data. It is the client's responsibility to submit data in the correct format
- ✓ Submit Sample Files within a timely manner while communicating any issues to InSync
- ✓ Commit to the Timeline meetings to ensure everyone remains involved and project stays on track
- ✓ Prepare billing staff to work current aged receivables down as much as possible. There will be no financial data imported

## After Data Import

**After sending the final data files to InSync, it is imperative that the office is prepared to track changes manually until the data is converted.** The following is the office's responsibility to manually enter after the final import and will **not** be included in your import:

- Patient Financial history
    - Billing staff can enter historical financial data to include balance forward bills and unapplied patient credits
  - Discrete Clinical data including diagnosis codes, current meds/allergies, treatment plans, etc.
    - Staff can enter the patients diagnosis straight from the demographics.
  - New Patient/Client Accounts
  - Updated Existing Patient Demographics
  - Modified Appointments (ie:/ Cancellations, Visit type, Duration, etc)
  - New Appointments
- If Applicable:*
- New Encounter Notes (ie:/ Progress, Evaluation Documentation closed the week prior)
  - Modified Documents
  - Scanned Documents

**FIRST AMENDMENT TO  
INSYNC HEALTHCARE SOLUTIONS EMR/PM TERMS AND CONDITONS**

This First Amendment to the InSync Healthcare Solutions EMR/PM Standard Terms and Conditions (this "First Amendment") is made and entered into on \_\_\_\_\_, 2021 (the "Effective Date"), among Mono County, California (the "Practice"), and InSync Healthcare Solutions, LLC, ("InSync HCS"). Each a Party and collectively the Parties.

The Parties agree as follows:

1. All terms and conditions which are not amended within this First Amendment and which are contained in the InSync Healthcare Solutions, LLC EMR/PM Terms and Conditions (the "InSync HCS EMR/PM T&C") located at <https://www.insynchcs.com/terms-conditions> and attached hereto as **Exhibit A** shall continue to apply in full force to the Practice. All capitalized terms used herein and not otherwise defined have the meanings assigned to such terms in the InSync HCS EMR/PM T&C.
2. Practice agrees that as part of the utilizing the InSync platform, Practice, and its agents, may need to accept the InSync HCS EMR/PM T&C attached in **Exhibit A** to utilize the platform. The Parties agree that this amendment will override the InSync HCS EMR/PM T&C which must be accepted upon log on to the InSync platform
3. A new Section 1.6 shall be added to the INSYNC HCS EMR/PM T&C and shall state as follows:

1.6 During the term of this Agreement, INSYNC HCS shall maintain all insurance coverage amounts which are consistent with the certificate of insurance which was provided to the Practice prior to the execution of the INSYNC HCS term sheet.
4. Section 3.3 of the InSync HCS EMR/PM T&C is hereby amended and restated as follows:

3.3 For payments by check, INSYNC HCS shall invoice the Practice the monthly EMR/PM Fees as listed by the Practice's in executed INSYNC HCS Term Sheet. The invoice shall be emailed to the Practice at the email address listed on the Practice's executed INSYNC HCS Term Sheet. Such invoice shall be due and payable by the Practice within sixty (60) days of the date thereof. The Practice may be assessed additional fees and costs if the Practices check is returned due to insufficient funds.
5. Section 3.4 of the InSync HCS EMR/PM T&C is hereby amended and restated as follows:

3.4 INSYNC HCS shall have the right to suspend the Practice's access to any or all INSYNC HCS Services in the event any amounts due to INSYNC HCS by the Practice have not been paid beyond ninety (90) days from the date of such unpaid invoice(s) and until such time as the Practice is current on its account. INSYNC HCS reserves the right to charge the Practice a Reactivation Fee if the Practice's access has been suspended under this provision. In addition, the Practice shall be responsible for all fees and costs of collection incurred by INSYNC HCS related to unpaid EMR/PM Fees.
6. Section 3.6 of the InSync HCS EMR/PM T&C is deleted based on the fact that the Parties have negotiated five (5) year pricing with annual increases pre-negotiated.
7. Section 3.7 of the InSync HCS EMR/PM T&C is hereby amended and restated as follows:

3.7 Since a portion of the Practice's EMR/PM Fees are determined based on the number of Providers within the Practice, INSYNC HCS reserves the right to audit the Practice's activity to ensure that it has reported to INSYNC HCS the proper number of Providers within the Practice (and to ensure that the Practice is paying the proper EMR/PM Fees). If an audit indicates a shortage in the amount which the

Practice is paying to InSync, the Practice will pay the shortage to INSYNC HCS within ten (10) days of conclusion of the audit.

8. Section 4.1 of the InSync HCS EMR/PM T&C is hereby amended and restated as follows:  
4.1 The EMR/PM Services shall commence on the Effective Date. The term of this Agreement shall be the specific time period provided on the INSYNC HCS Term Sheet, unless terminated earlier for cause as provided herein. Thereafter, this Agreement shall automatically renew for additional one (1) year terms, unless either Party provides the other Party with written notice of its intent not to renew no less than one hundred and eighty (180) days prior to the end of the then-current term.
9. Section 4.5 of the InSync HCS EMR/PM T&C is hereby amended and restated as follows:  
4.5 In the event that the Practice terminates this Agreement prior to the end of the current term the Practice shall pay all Fees which the Practice has incurred through the date of termination.
10. Section 4.7 of the InSync HCS EMR/PM T&C is hereby amended and restated as follows:  
4.7 Upon termination or expiration in accordance with the terms set forth herein, the Practice will immediately cease use of the EMR/PM Services and will immediately pay INSYNC HCS all compensation otherwise due and payable to INSYNC HCS in accordance with the terms of this Agreement for all EMR/PM Services and EMR/PM Value Added Services through the effective date of termination or expiration. Upon termination or expiration in accordance with the terms set forth herein, INSYNC HCS shall transfer to the Practice any of the data which is owned by the Practice and maintained by INSYNC HCS within the INSYNC HCS Systems within the specific notice period required for termination of this Agreement by either Party and INSYNC HCS shall use its best efforts to ensure such data transfer occurs in a timely manner to allow for the Practice to transition to another EMR/PM platform if the Practice so desires in the future.
11. A new Section 4.8 shall be added to the INSYNC HCS EMR/PM T&C and shall state as follows:  
4.8 In the event that Insync HCS fails to provide key business functionality, such as Medi-Cal billing, Drug Medi-Cal billing, CSI reporting, CalOMS reporting, and other items as determined by the Practice, within 30 days of an official request to provide the functionality the Practice may terminate this agreement. However, in no event shall InSync be required to provide a refund for any monies already paid in the event of termination.
12. Section 6.1 of the InSync HCS EMR/PM T&C is hereby amended and restated as follows:  
6.1 Except for the limited right to access and/or use the INSYNC HCS Systems and/or INSYNC HCS EMR/PM Services subject to the terms and conditions contained herein, this Agreement does not confer on or vest in the Provider a license in, ownership of or interest in the INSYNC HCS Systems or the INSYNC HCS EMR/PM Services. The Provider acknowledges and agrees that the INSYNC HCS Systems and the INSYNC HCS EMR/PM Services and all parts of them are protected by copyrighted material owned exclusively by INSYNC HCS and all right, title and interest in any aspect of them and all edits, improvements, additions, modifications and derivative works prepared from or relating to them are and will remain the exclusive property of INSYNC HCS. INSYNC HCS will have the unrestricted and permanent right to use and implement all ideas, advice, recommendations or proposals of the Provider with respect to the INSYNC HCS EMR/PM Services in any manner and in any media. Notwithstanding the foregoing any of the data which specifically relates to the Practice itself shall be considered to be owned by the Practice and INSYNC HCS shall maintain such data on the INSYNC HCS Systems until this Agreement is terminated by either INSYNC HCS or the Practice.
13. Section 7 of the InSync HCS EMR/PM T&C is hereby amended and restated as follows:

Data Disclaimer. The data that is available to the Practice through the INSYNC HCS Systems and use of the INSYNC EMR/PM Services ("Data") has been received by INSYNC HCS from Payers and other third party sources. INSYNC HCS DOES NOT ASSUME ANY RESPONSIBILITY OR, WARRANT, GUARANTEE OR VERIFY THE ACCURACY OR RELIABILITY OF THE DATA. The Practice's reliance upon the Data obtained by it through the INSYNC HCS Systems and/or INSYNC EMR/PM Services is solely at the Practice's own risk.

All data entered into the InSync system is understood to be the property of Mono County, CA. InSync agrees to not utilize County data for the purposes of testing, development, demonstration, or other material development, marketing, or similar work without the prior and explicit written consent of the County.

14. Sections 12.1 and 12.2 of the InSync HCS EMR/PM T&C is hereby amended and restated as follows:

12.1 THE PRACTICE ACKNOWLEDGES THAT THE INSYNC HCS SYSTEMS AND THE EMR/PM SERVICES ARE SUBJECT TO POTENTIAL MISUSE BY USERS. THEREFORE, THE PRACTICE SHALL INDEMNIFY AND HOLD INSYNC HCS COMPLETELY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR LIABILITY (INCLUDING ALL COSTS, EXPENSES AND REASONABLE ATTORNEY'S FEES IN DISPOSING OF AND DEFENDING ANY SUCH CLAIMS, DEMANDS OR LIABILITY) ARISING OUT OF ANY ACTION OR INACTION OF A USER, EXCEPT TO THE EXTENT A RESULT OF INSYNC HCS'S OWN GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR PROFESSIONAL ERROR OR OMISSION. THIS INDEMNIFICATION PROVISION IS TO BE READ TO AFFORD INSYNC HCS THE BROADEST PROTECTION PERMITTED BY LAW.

12.2 THE PRACTICE HEREBY AGREES TO INDEMNIFY AND HOLD INSYNC HCS HARMLESS FROM AND AGAINST ANY CLAIMS, LOSSES, COSTS, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS OR REGULATORY ACTIONS, INCLUDING COSTS, FINES, EXPENSES AND REASONABLE ATTORNEYS' FEES ARISING FROM OR IN ANY MANNER RELATING TO ACTIONS BROUGHT BY A USER AGAINST INSYNC HCS REGARDING THE INSYNC HCS SYSTEMS AND/OR THE EMR/PM SERVICES EXCEPT TO THE EXTENT THE CLAIM ARISES FROM INSYNC HCS'S OWN GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR PROFESSIONAL ERROR OR OMISSION. THIS INDEMNIFICATION PROVISION IS TO BE READ TO AFFORD INSYNC HCS THE BROADEST PROTECTION PERMITTED BY LAW.

15. A new Section 12.4 shall be added to the INSYNC HCS EMR/PM T&C and shall state as follows:

12.4 INSYNC HCS SHALL INDEMNIFY AND HOLD THE PRACTICE COMPLETELY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR LIABILITY (INCLUDING ALL COSTS, EXPENSES AND REASONABLE ATTORNEY'S FEES IN DISPOSING AND DEFENDING ANY SUCH CLAIMS, DEMANDS, OR LIABILITY) ARISING OUT OF ANY ACTIONS BY INSYNC HCS WHICH CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EXCEPT TO THE EXTENT A RESULT OF THE PRACTICE'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

16. Section 13.4 of the InSync HCS EMR/PM T&C is hereby amended and restated as follows:

13.4 THE WARRANTIES STATED ABOVE ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY THE PARTIES. INSYNC HCS DOES NOT REPRESENT THAT THE INSYNC HCS SYSTEM OR THE EMR/PM SERVICES WILL MEET THE PRACTICE'S OR A PROVIDER'S REQUIREMENTS OR THAT THE OPERATION OF THE INSYNC HCS SYSTEM OR THE INSYNC HCS EMR/PM SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE PRACTICE ACKNOWLEDGES THAT IT HAS INDEPENDENTLY EVALUATED THE INSYNC HCS SYSTEM AND THE INSYNC HCS EMR/PM SERVICES AND THEIR APPLICATION TO MEET THE NEEDS OF THE PRACTICE AND THE NEEDS OF THE PROVIDER'S WITHIN THE PRACTICE. INSYNC HCS DISCLAIMS, AND THE PRACTICE HEREBY

EXPRESSLY WAIVES, ALL OTHER REPRESENTATIONS, CONDITIONS, OR WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, EXCEPT FOR THOSE PURPOSES AND SERVICES DESCRIBED IN THIS PROPOSAL, NON-INFRINGEMENT, AND ANY CLAIMS ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. THE PRACTICE MAY NOT MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ON BEHALF OF INSYNC HCS, ITS AFFILIATES OR THEIR RESPECTIVE THIRD PARTY PROVIDERS OR LICENSORS TO ANY AUTHORIZED USER OR ANY OTHER PARTY IN CONNECTION WITH THE EMR/PM SERVICES OR INSYNC HCS SYSTEM WITHOUT INSYNC HCS'S EXPRESS PRIOR WRITTEN CONSENT.

17. A new Section 13.5 shall be added to the INSYNC HCS EMR/PM T&C and shall state as follows:

13.5 Notwithstanding the above, INSYNC warrants for a period of ninety (90) days from the date of performance that services will substantially conform to the professional and technical standards of the software industry. If services do not substantially conform to these standards, Practice may require Contractor to reperform services at no additional cost to Practice.

18. Section 14.1 of the InSync HCS EMR/PM T&C is hereby amended and restated as follows:

14.1 IN NO EVENT, EXCEPT FOR A RESULT OF INSYNC HCS'S OWN GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR PROFESSIONAL ERROR OR OMISSION, SHALL INSYNC HCS BE LIABLE FOR LOSS OF GOODWILL, OR FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, LOST PROFITS, OR TORT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE INSYNC HCS TERMS SHEET, THE INSYNC HCS SYSTEMS AND/OR INSYNC HCS EMR/PM SERVICES REGARDLESS OF WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE. EXCEPT FOR CLAIMS RELATED TO PROPRIETARY RIGHTS OR PAYMENT OBLIGATIONS, NEITHER PARTY MAY ASSERT ANY CLAIM AGAINST THE OTHER RELATED TO THIS AGREEMENT, THE INSYNC HCS TERMS SHEET, THE INSYNC HCS SYSTEMS AND/OR INSYNC HCS EMR/PM SERVICES MORE THAN ONE (1) YEAR AFTER SUCH CLAIM ACCRUED. INSYNC HCS' AGGREGATE LIABILITY TO THE PRACTICE, ITS USERS AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS (INCLUDING BUT NOT LIMITED TO INDEMNIFICATION, ATTORNEY'S FEES, INTEREST, COSTS, ETC.) RELATING TO THIS THIS AGREEMENT, THE INSYNC HCS TERMS SHEET, THE INSYNC HCS SYSTEMS AND/OR THE EMR/PM SERVICES SHALL BE LIMITED For any and all claims including those for GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR PROFESSIONAL ERROR OR OMISSION, TO INSYNC HCS'S INSURANCE POLICY LIMITS. HOWEVER, IN NO EVENT SHALL INSYNC HCS'S MINIMUM LIABILITY BE LESS THAN ONE THOUSAND DOLLARS (\$1,000.00).

19. Section 19.3.5 of the InSync HCS EMR/PM T&C is hereby amended and restated as follows:

19.3.5 Reporting of Improper Use or Disclosure, Security Incident or Breach. INSYNC HCS will notify the Practice of any use or disclosure of PHI not permitted under this Agreement, Breach of Unsecured PHI or Security Incident, without unreasonable delay, and will use its reasonable efforts to notify the Practice within twenty-four (24) hours of the date when such Breach is discovered by InSync; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by INSYNC HCS to the Practice of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to the Practice by INSYNC HCS shall be required only upon request. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on INSYNC HCS's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. INSYNC HCS's notification to Practice of a Breach shall include: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by INSYNC HCS to have been, accessed, acquired or disclosed during the Breach; and (ii) any

particulars regarding the Breach that Practice would need to include in its notification, as such particulars are identified in 45 C.F.R. §164.404.

20. A new Section 9.3.14 shall be added to the INSYNC HCS EMR/M T&C and shall state as follows:
- 19.3.14 Insync HCS shall complete the following deliverables by the prescribed deadlines unless an extension request is approved by the practice. Unless otherwise noted, the responsible party is Insync:
- Medi-Cal and Drug Medi-Cal Billing
    - Deliverables:
      - Successful test claims sent to DHCS
        - Deadline: 45 days from receipt of 837 files from prior system and access to the Medi-Cal portals.
      - Ability to run error reports
        - Deadline: January 5, 2022
      - All aspects of billing systems live and prepared for reimbursement
        - Deadline: 45 days after successful test claims
        - Note: System to be automated long-term
      - Reimbursement received for at least 75% of claims – claims submitted (meaning submitted to the payer)
        - Deadline: May 5, 2022
  - CalOMS, FAST, CSI, DCR, CANS, PSC-35 Reporting
    - Deliverables:
      - All required data entry integrated into Insync User Interface
        - Deadline: March 5, 2022
      - All reporting elements align with current, future, and applicable State requirements.
        - Deadline: March 5, 2022
      - Ability to run error reports
        - Deadline: March 5, 2022
      - InSync will train Mono County to upload State reports. InSync and Mono County will work together to have batch uploads uploaded to the State with mutual goal of March 5, 2022. Timely uploads of State reports are dependent on County and InSync acquiring logins to State portals in a timely manner. Once trained, Mono County is responsible for uploading of State Reports.
        - Note: If the State allows for automated State reporting in the future, InSync will build the connection between InSync and the State system.
  - Time study/time tracking for non-billable activities
    - Deliverables:
      - System in place to track time for non-billable activities
        - InSync and Mono County will review desired functionality. Once functionality agreed upon we will create an SOW with timeline.
      - System in place to pull time studies for non-billable activities
        - InSync and Mono County will review desired functionality. Once functionality agreed upon we will create an SOW with timeline.
  - Future compliance with CalAIM reform
    - Deliverables:
      - Insync will reconfigure systems as needed to ensure compliance with forthcoming requirements of all aspects of CalAIM related to EMR systems
  - Additional reporting
    - Deliverables:
      - System in place to pull or view the following:
        - Case load reports
        - Productivity reports
        - Service reports

- Deadline: February 5, 2022

21. Section 26 of the InSync HCS EMR/PM T&C is hereby amended and restated as follows:

26. Entire Agreement. This Agreement the executed INSYNC HCS Term Sheet, the Service Level Agreement, the Statement of Work, and any other Supplemental agreements entered into by the Practice constitutes the entire understanding and agreement between the Parties hereto. This Agreement replaces and supersedes all previous oral or written agreements, understandings, arrangements, discussions or negotiations between the Parties regarding the subject matter of this Agreement.

22. Sections 28, 29, and 30 of the InSync HCS EMR/PM T&C shall be deleted as part of this First Amendment.

**SIGNATURE PAGE TO FOLLOW**

**Exhibit A**  
Terms and Conditions

USE OF THE EMR/PM SERVICES AND ONLINE SYSTEM OF INSYNC HEALTHCARE SOLUTIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("INSYNC HCS") IS CONDITIONED UPON THE COMPLIANCE AND ACCEPTANCE OF THESE TERMS AND CONDITIONS BY THE PRACTICE AND ITS USERS, AS DEFINED HEREIN. THESE TERMS APPLY TO ALL EXISTING CUSTOMERS OF INSYNC HCS AND SHALL SUPERSEDE ANY TERMS AND CONDITIONS PREVIOUSLY ACCEPTED BY THE EXISTING CUSTOMERS OF INSYNC HCS.

DEFINITIONS

"Agreement" refers to these Terms and Conditions, which are incorporated into the INSYNC HCS Software and Services Term Sheet.

"EMR/PM Services" means the electronic medical record/practice management services offered by INSYNC HCS.

"EMR/PM Value Added Services" means certain third party applications, or third party services, offered by INSYNC HCS to Provider to enhance the EMR/PM Services.

"INSYNC HCS Support" means the support helpline for the Practice and Users. Requests for support will be given a case number to track the request for assistance. The phone number is 1-877-246-8684 and email is emrsupport@insynchcs.

"INSYNC HCS System" means the web based INSYNC HCS software and online system.

"Practice" means the healthcare practice that executed the INSYNC HCS Software and Services Term Sheet which incorporates these Terms and Conditions by reference and the Users. The Practice is specifically referred to as Customer within the INSYNC HCS Software and Services Term Sheet.

"Protected Health Information" ("PHI") shall have the meaning given to such term at 45 C.F.R. §160.103, limited to the information that INSYNC HCS creates, receives, maintains or transmits from or on behalf of Practice.

"Provider" means any healthcare professional or individual who is recognized under HIPAA as administering or delivering direct patient care and who CMS identifies as requiring a National Provider Identification (NPI) number for payment or reimbursement. This typically includes (but is not limited to): physicians, physician assistants, midwives, nurse practitioners, nurse anesthetists, dentists, denturists, chiropractors, clinical social workers, psychologists, psychiatrists, physical therapists, athletic trainers.

"Required by Law" shall have the meaning given to such term at 45 C.F.R. §164.103.

"Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

"User(s)" means the Providers, Employees, Contractors and other Agents of a Practice who have been authorized by the Practice to use the EMR/PM Services and INSYNC HCS System.

TERMS AND CONDITIONS

These Terms and Conditions are part of and fully incorporated by reference into the INSYNC HCS Software and Services Term Sheet (the "INSYNC HCS Term Sheet") that has separately been agreed to by the Practice and INSYNC HCS ("INSYNC").

INSYNC HCS and the Practice will each be known as a "Party" and will collectively be known as the "Parties".

In the event of a conflict between the terms of the INSYNC HCS Term Sheet and this Agreement, the terms of this Agreement shall control.

INSYNC HCS provides electronic medical record services ("EMR/PM Services") through its web-based INSYNC HCS online system ("INSYNC HCS System").

BY REQUESTING PERMISSION (OR CONTINUED PERMISSION) TO ACCESS AND/OR USE THE INSYNC HCS SYSTEM AND/OR THE EMR/PM SERVICES, THE PRACTICE AGREES TO ACCEPT AND BE FULLY BOUND BY THESE TERMS AND CONDITIONS.

INSYNC HCS RESERVES THE RIGHT TO REVISE THESE TERMS AND CONDITIONS AT ANY TIME. BY ACCESSING AND/OR USING THE INSYNC HCS SYSTEMS AND/OR THE EMR/PM SERVICES, THE PRACTICE AGREES TO ACCEPT AND BE FULLY BOUND BY ANY SUCH REVISIONS WHEN THEY BECOME EFFECTIVE, WHETHER OR NOT THE PRACTICE HAS ACTUALLY REVIEWED THEM. IF THE PRACTICE DOES NOT AGREE TO ACCEPT AND BE FULLY BOUND BY THIS AGREEMENT, THE PRACTICE SHOULD NOT AND IS EXPRESSLY PROHIBITED FROM HAVING ANY USERS ACCESS THE INSYNC HCS SYSTEMS AND/OR USE THE INSYNC HCS

**1. INSYNC HCS Services.**

- 1.1 EMR/PM Services are provided directly by INSYNC HCS.
- 1.2 INSYNC HCS may offer the Practice the ability to purchase EMR/PM Value Added Services. In addition, INSYNC HCS or select third party providers (through the EMR/PM Services) may offer links to other websites, resources, third-party applications or services which the Practice may purchase. INSYNC HCS does not provide any warranties with respect to any such EMR/PM Value Added Services whether or not such EMR/PM Value Added Services are offered or designated by INSYNC HCS as "certified," "approved," "recommended" or otherwise. Any purchase by a Practice of any EMR/PM Value Added Services is solely between the Practice and the applicable third party.
- 1.3 INSYNC HCS is not responsible for the availability or the quality, accuracy, integrity, fitness, safety, reliability, legality, or any other aspect of any EMR/PM Value Added Services that the Practice may purchase or connect to through the EMR/PM Services, or any descriptions, promises or other information related to the foregoing. If the Practice orders or enables an EMR/PM Value Added Service for use with the EMR/PM Services, the Practice agrees that INSYNC HCS may allow such third party providers to access the Practice's data or information as required for the interoperation of such EMR/PM Value Added Services with the EMR/PM Services, and any exchange of data or other interaction between Practice and a third party provider is solely between the Practice and such third-party provider. INSYNC HCS shall not be responsible for any disclosure, modification or deletion of data or information resulting from any such access provided to EMR/PM Value Added Services. No purchase of EMR/PM Value Added Services is required to use the EMR/PM Services.
- 1.4 The EMR/PM Services being provided by INSYNC HCS primarily consist of the sale of a software product license to the Practice. As such, INSYNC HCS shall not be responsible in any manner for providing training services to the Practice or any of its employees, contractors, or Providers as related to the billing, collection, or adjustments for any medical services provided by the Practice to its patients. This includes but is not limited to INSYNC HCS not having any responsibility for the Practice's workload, including charting. It is the sole responsibility of the Practice to ensure that its billing staff has the adequate training for billing the Practice's medical services and INSYNC HCS shall have no responsibility in this regard unless the Practice has specifically hired INSYNC HCS to provide RCM Services pursuant to the executed Term Sheet between the Practice and INSYNC HCS.
- 1.5 Under no circumstances, shall InSync HCS be held responsible or liable for any amounts of prescription medication prescribed by either the Practice or any Provider whether such prescribed amount is over or under the limits set by either the DEA or the Practice. The Practice and any Provider shall be solely responsible and liable for any amounts they prescribe and InSync HCS expressly disclaims all liability in this regard as InSync HCS has no control over the amounts which

are prescribed by the Practice or any Provider. It should be noted by the Practice that the Suboxone Patient Count Tracker is used as a tool to help prevent over-prescription of medication but does not explicitly prevent the Practice or any Provider from prescribing amounts of prescription medicines which are over DEA limits or limits set by the Practice.

## 2. The Practice's Responsibilities

- 2.1. The Practice is responsible for notifying INSYNC HCS of the number of Providers within the Practice. The Practice must notify INSYNC HCS within five (5) days of a Provider leaving the Practice or a new Provider joining the Practice by calling INSYNC HCS Support. The Practice will not be able to add or delete a Provider without contacting INSYNC HCS Support and providing the name of the Provider to be deleted or added.
- 2.2. The Practice is bound by the terms and conditions of this Agreement, the Business Associate Agreement, and the INSYNC HCS Term Sheet. It is the Practice's responsibility to ensure that each User has reviewed this Agreement and understands the applicable terms and conditions.
- 2.3. Periodically, INSYNC HCS may incorporate product updates and new releases with respect to the software of the INSYNC HCS Systems. All product updates and new releases shall be governed by the same terms and conditions of this Agreement. The Practice may be required periodically to upgrade to a new version of its operating system or other third-party software used in connection with the INSYNC HCS System and/or the INSYNC HCS Services at their current prices or to a release level compatible with and required to run new releases or updates of the Software, in order to continue to access and/or use the INSYNC HCS System and/or the INSYNC HCS Services. The Practice may also be required to procure additional memory or disk capacity in order to be able to access and use the INSYNC HCS System and/or the INSYNC HCS Services or to run new releases, versions or updates of the Software. The Practice shall be responsible for procuring any such operating system, hardware upgrades or other third-party software, at its sole expense. INSYNC HCS SHALL HAVE NO OBLIGATION TO CONTINUE TO INCLUDE PRIOR VERSIONS OF THE SOFTWARE.
- 2.4. If INSYNC HCS offers additional, optional services to the Practice during the term of this Agreement, the Practice may be required to provide certain information either to INSYNC HCS or certain third parties in connection with some services that may be offered.

## 3. Compensation.

- 3.1. The Practice will pay all applicable fees, costs and charges (the "EMR/PM Fees") associated with the EMR/PM Services an such EMR/PM Fees will be in accordance with the INSYNC HCS Term Sheet. EMR/PM Fees will consist of upfront fees for implementation as well as monthly fees for the EMR/PM Services and EMR/PM Value Added Services
- 3.2. The Practice agrees that all EMR/PM Fees, including any applicable taxes, for which it is responsible for, will be debited from a bank account, charged to a credit card or paid by check. **FOR BANK DEBIT OR CREDIT CARD PAYMENT, THE PRACTICE HEREBY AUTHORIZES INSYNC HCS TO DEBIT THE BANK ACCOUNT OR CHARGE THE CREDIT CARD, AS THE CASE MAY BE, THAT HAS BEEN DESIGNATED BY THE PRACTICE IN ACCORDANCE WITH THE SIGNED CREDIT CARD/ACH AUTHORIZATION FORM, THE TERMS OF WHICH FORM ARE EXPRESSLY INCORPORATED HEREIN.** INSYNC HCS shall charge the Practice's bank debit or credit card the upfront EMR/PM Fees for implementation at the time the Practice executes the INSYNC HCS Term Sheet. INSYNC HCS shall charge the Practice's bank debit or credit card the monthly EMR/PM Fees on or around the first business day of each month during the term of this Agreement. The Practice may be assessed additional fees and costs if the Practice's bank debit or credit card are declined for any reason.
- 3.3. For payments by check, INSYNC HCS shall invoice the Practice the monthly EMR/PM Fees as listed by the Practice's in executed INSYNC HCS Term Sheet. The invoice shall be emailed to the Practice at the email address listed on the Practice's executed INSYNC HCS Term Sheet. Such invoice shall

be due and payable by the Practice within twenty (20) days of the date thereof. Invoices not paid when due shall accrue late payment charges from the day on which payment was due until the day on which it is paid. Late payment charges shall be computed as the lesser of the rate of one and a half percent (1.5%) per month calculated on a daily basis or the highest rate allowed by law. The Practice may be assessed additional fees and costs if the Practices check is returned due to insufficient funds.

- 3.4. INSYNC HCS shall have the right to suspend the Practice's access to any or all INSYNC HCS Services in the event any amounts due to INSYNC HCS by the Practice are overdue beyond thirty (30) days and until such time as the Practice is current on its account. INSYNC HCS reserves the right to charge the Practice a Reactivation Fee if the Practice's access has been suspended under this provision. In addition, the Practice shall be responsible for all fees and costs of collection incurred by INSYNC HCS related to unpaid EMR/PM Fees. **THE PRACTICE HAS NO RIGHT TO THE REFUND OF ANY EMR/PM FEES PAID TO INSYNC HCS AS RELATED TO EMR/PM SERVICES OR EMR/PM VALUE ADDED SERVICES PROVIDED UNDER THIS AGREEMENT.**
- 3.5. If the Practice has financed the purchase of the INSYNC HCS EMR/PM License through an INSYNC HCS approved lending partner, INSYNC HCS shall have the right to suspend the Practice's access to any or all INSYNC HCS Services in the event any amounts due to the lending partner are overdue beyond sixty (60) days and until such as the Practice is current on its account with lending partner.
- 3.6. INSYNC HCS reserves the right to increase the EMR/PM Fees as listed on the INSYNC HCS Term Sheet after the Practice's first year term. After the Practice's first year term, if INSYNC HCS increases the EMR/PM Fees by a sum greater than five percent (5%) per year, the Practice shall have the ability to terminate this Agreement and the EMR/PM Services. If the Practice wishes to terminate this Agreement and the EMR/PM Services due to an applicable fee increase it must provide written notice of termination within thirty (30) days of receiving the EMR/PM Fee increase notice. If the Practice fails to provide timely notice, it waives the right to terminate due to a fee increase.
- 3.7. Since a portion of the Practice's EMR/PM Fees are determined based on the number of Providers within the Practice, INSYNC HCS reserves the right to audit the Practice's activity to ensure that it has reported to INSYNC HCS the proper number of Providers within the Practice (and to ensure that the Practice is paying the proper EMR/PM Fees). If INSYNC HCS wishes to audit a Practice, INSYNC HCS is responsible for all costs associated with the audit, unless the audit indicates a shortage of 5 percent (5%) or more between the total EMR/PM Fees the Practice paid to INSYNC HCS during the twelve (12) months prior to the audit compared to the total EMR/PM Fees the Practice should have paid to INSYNC HCS during the twelve (12) months prior to the audit. If there such a shortage, the Practice can be required to pay for all fees and costs associated with the audit. If an audit indicates a shortage, the Practice will pay the shortage to INSYNC HCS within ten (10) days of conclusion of the audit.

#### 4. **Term and Termination.**

- 4.1. The EMR/PM Services shall commence on the Effective Date. The term of this Agreement shall be the specific time period provided on the INSYNC HCS Term Sheet, unless terminated earlier for cause as provided herein. Thereafter, this Agreement shall automatically renew for additional one (1) year terms, unless either Party provides the other Party with written notice of its intent not to renew no less than ninety (90) days prior to the end of the then-current term.
- 4.2. Either Party may terminate this Agreement immediately for cause without liability or penalty of any kind in the event of the material breach or default of any of the terms or provisions of this Agreement by the other Party, provided that such breach or default is not cured within thirty (30) days after written notice thereof. However, the cure period shall be ten (10) days in the event of the Practice's failure to pay EMR/PM Fees owed as provided in Section 3.
- 4.3. In the event of any legislative or regulatory change or determination, whether federal or state, which has or would prior to the end of the Term have a material adverse impact on INSYNC HCS' ability to provide the Practice with EMR/PM Services, as determined by INSYNC HCS, this

Agreement may be terminated by INSYNC HCS without liability or penalty with sixty (60) days notice to the Practice.

- 4.4. Upon the occurrence of any of the following events, INSYNC HCS shall have the right, at its option, to terminate this Agreement for cause immediately without liability or penalty of any kind:
  - 4.4.1. The Practice repeatedly fails to compensate INSYNC HCS in a timely manner and in accordance with the terms of this Agreement or repeatedly fails to cooperate with INSYNC HCS and/or perform the responsibilities set forth in this Agreement.
  - 4.4.2. The Practice, or any User violates Section 5 of this Agreement.
  - 4.4.3. If voluntary or involuntary bankruptcy, receivership, insolvency, dissolution, or assignment of assets for the benefit of creditors proceedings are commenced against the Practice and is not dismissed within sixty (60) days.
  - 4.4.4. If any right of the Practice under this Agreement is subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency
  - 4.4.5. If information given by the Practice with respect to its size, type, specialty, or configuration is substantially inaccurate or incomplete.
- 4.5. In the event that the Practice terminates this Agreement prior to the end of the current term and termination is not made pursuant to Sections 3.5, 4.2, 4.3, or 4.6 (collectively the "Exempt Sections"), the Parties agree that the actual damages likely to result from termination are difficult to estimate and difficult for INSYNC HCS to prove. The Parties agree that in the event of early termination by the Practice except pursuant to an Exempt Section, the Practice agrees to pay INSYNC HCS an Early Termination Fee equal to the higher of 1.5 times the total of the monthly EMR/PM Fees to be paid by the Practice for the remaining months left in the current term; or the average monthly EMR/PM Fees paid during the preceding six months times the remaining months left in the current term. The Parties intend that the Early Termination Fee serve as Liquidated Damages to compensate INSYNC HCS for the Practice's early termination, and the Parties do not intend for it to serve as punishment for any such breach by the Practice.
- 4.6. The Practice may terminate this Agreement and use of the INSYNC HCS Services if any revision by INSYNC HCS to these Terms and Conditions materially and adversely affect the services that the Practice receives, provided that the Practice give such notice within ten (10) days after the Practice is first informed of such revision, determined by the date on which the first User for the Practice accesses the INSYNC HCS System.
- 4.7. Upon termination or expiration in accordance with the terms set forth herein, the Practice will immediately cease use of the EMR/PM Services and will immediately pay INSYNC HCS all compensation otherwise due and payable to INSYNC HCS in accordance with the terms of this Agreement for all EMR/PM Services and EMR/PM Value Added Services through the effective date of termination or expiration.

## **5. INSYNC HCS Systems Access: License Grant**

- 5.1. Access to the INSYNC HCS Systems is provided solely to facilitate access to the EMR/PM Services in connection with the Practice's business operations. The Practice's license to access the INSYNC HCS Systems is on a limited, revocable, non-exclusive, non-transferable basis only during the term of this Agreement. Practice agrees that it will access the INSYNC HCS Systems only to use the INSYNC HCS EMR/PM Services for its own internal use in accordance with the terms and conditions of this Agreement.
- 5.2. The Practice will not : (i) access or use the INSYNC HCS Systems except through its own authorized Users acting within the scope of their service to the Practice; (ii) use the INSYNC HCS Systems or any part thereof for any purpose other than for accessing and using the INSYNC HCS EMR/PM Services in accordance with this Agreement; (iii) sell, resell, transfer, sublicense, rent, lease, convey, encumber, copy, modify, distribute, publish, exhibit, transmit, provide access to, or provide use of the INSYNC HCS System to any third party (other than its own authorized Users acting within the scope of their service to the Practice) nor use it or allow it to be used in any public system, public electronic bulletin board, or multiple computer or user arrangement or network that

includes access by any third party (other than its own authorized Users acting within the scope of their service to the Practice); (iv) translate, convert to another programming language, decompile, derive specifications from, reverse engineer, reverse compile, record, disassemble or create derivative works based on the INSYNC HCS Systems for any purpose; (v) export the EMR/PM Software outside of the United States of America or make use of the EMR/PM Software at any location other than the geographic area(s) identified by the Practice as the Practice's office location(s) when purchasing the INSYNC HCS Services or as such other location(s) as INSYNC HCS consents to such use; (vi) use the INSYNC HCS Systems in a manner that delays, impairs or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software or system input or output; (vii) use the INSYNC HCS Systems or the EMR/PM Services for any unlawful purpose or to mislead or to harass anyone; (viii) violate or attempt to violate the security of the INSYNC HCS Systems or any INSYNC HCS server, database or network infrastructure, including but not limited to, by: (a) accessing data not intended for Practice; (b) logging into an account Practice is not authorized to access, (c) testing, "hacking", scanning or probing the INSYNC HCS Systems to identify or detect any vulnerabilities, or (d) attempting to interfere with other users' use of the INSYNC HCS Systems.

- 5.3. Use of or access to the INSYNC HCS Systems and the EMR/PM Services not in accordance with this Agreement is strictly prohibited. Permission to access or use the INSYNC HCS System and/or the INSYNC HCS Services may be limited or suspended immediately in INSYNC HCS's discretion if this Section 5 is violated.

## 6. **INSYNC HCS Copyright.**

- 6.1. Except for the limited right to access and/or use the INSYNC HCS Systems and/or INSYNC HCS EMR/PM Services subject to the terms and conditions contained herein, this Agreement does not confer on or vest in the Provider a license in, ownership of or interest in the INSYNC HCS Systems or the INSYNC HCS EMR/PM Services. The Provider acknowledges and agrees that the INSYNC HCS Systems and the INSYNC HCS EMR/PM Services and all parts of them are protected by copyrighted material owned exclusively by INSYNC HCS and all right, title and interest in any aspect of them and all edits, improvements, additions, modifications and derivative works prepared from or relating to them are and will remain the exclusive property of INSYNC HCS. INSYNC HCS will have the unrestricted and permanent right to use and implement all ideas, advice, recommendations or proposals of the Provider with respect to the INSYNC HCS EMR/PM Services in any manner and in any media.

- 6.2. All the content, design and supporting documentation of the INSYNC HCS Systems is protected by United States copyright laws and international treaty provisions. Provider may not copy the written materials, images, trademarks, and/or logos set forth within or accompanying the INSYNC HCS Systems without INSYNC HCS's prior written authorization. The Provider will not remove, change or deface any copyright notice or proprietary markings in or on any part of the INSYNC HCS Systems. The Provider acknowledges that the content and design of the INSYNC HCS Systems and the INSYNC HCS EMR/PM Services contain trade secrets proprietary to INSYNC HCS, the American Medical Association, and such other third party licensors incorporated into the INSYNC HCS EMR/PM Services and that the loss of such trade secret status would cause irreparable damage to INSYNC HCS for which monetary damages may not adequately compensate either INSYNC HCS, the American Medical Association, or such other third party licensors incorporated into the INSYNC HCS EMR/PM Services. The Provider agrees to take at least the same precautions to maintain the confidentiality of this information as it does with respect to its own proprietary information, but in no case shall such precautions be less than those considered objectively reasonable in light of the nature of such information

7. **Data Disclaimer.** The data that is available to the Practice through the INSYNC HCS Systems and use of the INSYNC EMR/PM Services ("Data") has been received by INSYNC HCS from Payers and other third party sources. INSYNC HCS DOES NOT ASSUME ANY RESPONSIBILITY OR, WARRANT,

GUARANTEE OR VERIFY THE ACCURACY OR RELIABILITY OF THE DATA. The Practice's reliance upon the Data obtained by it through the INSYNC HCS Systems and/or INSYNC EMR/PM Services is solely at the Practice's own risk.

8. **Registration and Practice Contact**

- 8.1. The Practice agrees in order to access and/or use the INSYNC HCS Systems and/or the EMR/PM Services, the Practice has in the past provided, or upon activation will provide, email and facsimile contact information to enable INSYNC HCS to communicate with the Practice concerning the INSYNC HCS EMR/PM Services currently being provided to the Practice, together with marketing communications concerning other products and services offered by INSYNC HCS from time to time.

**The Practice's acceptance of this Agreement and any continued access of the INSYNC HCS Systems and/or use of the INSYNC HCS EMR/PM Services constitutes the Practice's retroactive and prospective express consent to any such email and/or facsimile communications from INSYNC HCS; provided, however, the Practice may at any time "opt-out" of receiving future email and/or facsimile marketing communications from INSYNC HCS on any or all facsimile numbers or email addresses by contacting INSYNC HCS at 888-499-5465 or faxing an opt-out request to INSYNC HCS at 10 Lanidex Plaza West, 2nd Floor, Parsippany, NJ 07054 or emailing an opt-out request to info@insynchcs.com. Failure by INSYNC HCS to comply with an opt-out request within thirty (30) days is unlawful and subject to penalty.**

**In the event that the Practice is already accessing and/or using the INSYNC HCS Systems and/or INSYNC HCS EMR/PM Services, the Practice, on behalf of itself and its Users, principals, shareholders, members, owners, directors, , hereby unconditionally and absolutely waives, releases and discharges any and all suits, causes of action and claims of any type that the Practice may have, known or unknown, arising from or related to any and all past marketing communications to the Practice and any and all alleged violations of (i) the United States of America CAN-SPAM Act of 2003 or any law amendatory thereof; (ii) the United States of America Telephone Consumer Protection Act (TCPA) of 1991 or any law amendatory thereof; or (iii) any other state or federal ordinance, regulation or statute relating to communicating, distributing, publishing, sending or transmitting of content, information or material. The Practice acknowledges and agrees that such waiver and release is a material consideration for its continued access to and use of the INSYNC HCS Systems and/or the INSYNC HCS EMR/PM Services and this provision is to be read to afford INSYNC HCS the broadest protection permitted by law.**

9. **Independent Contractor.** Neither INSYNC HCS nor any person performing services hereunder shall be deemed by this Agreement an agent or employee of Practice. The services hereunder of INSYNC HCS and its employees and/or others shall be those of an independent contractor. It is further understood that nothing in this Agreement shall be construed to create a joint venture, partnership, association or other obligation or like relationship between the Parties.
10. **Access to Records; Disclosure of Records.** The Parties to this Agreement, until the expiration of seven (7) years subsequent to the furnishing of Services under this Agreement, shall make available upon written request of the Secretary of the Department of Health and Human Services, the U.S. Comptroller General, or the Secretary's or Comptroller's delegate, or any of their duly authorized representatives this Agreement, and the books, documents, and records of the Parties that are necessary to certify the nature and extent of the costs of the services provided under this Agreement. In the event that either Party, or its successor or assigns, is requested to provide or disclose any books, documents or records relevant to this Agreement for the purpose of an audit

or investigation, the Party subject to the request shall notify in writing, to the extent permitted by law, the other Party of the nature and scope of such request and shall make available, to the extent permitted by law, to the other Party, upon request, all such books, documents or records. The provisions of this paragraph shall survive the termination of this Agreement.

11. **Compliance with Law and Corporate Compliance Programs.** If the performance by either Party of any provision of this Agreement is or becomes in the future a violation of any statute or regulation or otherwise is deemed illegal, the provision(s) of this Agreement affected thereby shall be amended to remove the terms that are in violation of laws or regulations so that both Parties are in compliance with applicable laws and regulations.

12. **Indemnification.**

12.1. **THE PRACTICE ACKNOWLEDGES THAT THE INSYNC HCS SYSTEMS AND THE EMR/PM SERVICES ARE SUBJECT TO POTENTIAL MISUSE BY USERS. THEREFORE, THE PRACTICE SHALL INDEMNIFY AND HOLD INSYNC HCS COMPLETELY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR LIABILITY (INCLUDING ALL COSTS, EXPENSES AND REASONABLE ATTORNEY'S FEES IN DISPOSING OF AND DEFENDING ANY SUCH CLAIMS, DEMANDS OR LIABILITY) ARISING OUT OF ANY ACTION OR INACTION OF A USER, EXCEPT TO THE EXTENT A RESULT OF INSYNC HCS'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNIFICATION PROVISION IS TO BE READ TO AFFORD INSYNC HCS THE BROADEST PROTECTION PERMITTED BY LAW.**

12.2. **THE PRACTICE HEREBY AGREES TO INDEMNIFY AND HOLD INSYNC HCS HARMLESS FROM AND AGAINST ANY CLAIMS, LOSSES, COSTS, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS OR REGULATORY ACTIONS, INCLUDING COSTS, FINES, EXPENSES AND REASONABLE ATTORNEYS' FEES ARISING FROM OR IN ANY MANNER RELATING TO ACTIONS BROUGHT BY A USER AGAINST INSYNC HCS REGARDING THE INSYNC HCS SYSTEMS AND/OR THE EMR/PM SERVICES EXCEPT TO THE EXTENT THE CLAIM ARISES FROM INSYNC HCS'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNIFICATION PROVISION IS TO BE READ TO AFFORD INSYNC HCS THE BROADEST PROTECTION PERMITTED BY LAW.**

12.3. **THE PARTIES AGREE THAT THE OBLIGATIONS CONTAINED WITHIN THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.**

13. **Warranties.**

13.1. INSYNC HCS warrants that: (i) no contractual obligations exist that would prevent INSYNC HCS from entering into this Agreement; (ii) it has the requisite authority to execute, deliver, and perform its obligations under this Agreement; and (iii) it will comply with all regulatory requirements applicable to EMR/PM Services and INSYNC HCS's System.

13.2. INSYNC HCS further warrants that in the event of an error or omission caused directly by INSYNC HCS, INSYNC HCS will use reasonable efforts to attempt to timely correct the error or omission. The Practice shall use its reasonable efforts to timely report errors or omissions to INSYNC HCS Support.

13.3. The Practice represents and warrants that: (i) no contractual obligations exist that would prevent the Practice from entering into this Agreement; (ii) it has the requisite authority to execute, deliver, and perform its obligations under this Agreement; and (iii) it will comply with all regulatory requirements and these Terms and Conditions applicable to its use of EMR/PM Services and the INSYNC HCS System, and its operations as a healthcare provider.

13.4. THE WARRANTIES STATED ABOVE ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY THE PARTIES. INSYNC HCS DOES NOT REPRESENT THAT THE INSYNC HCS SYSTEM OR THE EMR/PM SERVICES WILL MEET THE PRACTICE'S OR A PROVIDER'S REQUIREMENTS OR THAT

THE OPERATION OF THE INSYNC HCS SYSTEM OR THE INSYNC HCS EMR/PM SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE PRACTICE ACKNOWLEDGES THAT IT HAS INDEPENDENTLY EVALUATED THE INSYNC HCS SYSTEM AND THE INSYNC HCS EMR/PM SERVICES AND THEIR APPLICATION TO MEET THE NEEDS OF THE PRACTICE AND THE NEEDS OF THE PROVIDER'S WITHIN THE PRACTICE. INSYNC HCS DISCLAIMS, AND THE PRACTICE HEREBY EXPRESSLY WAIVES, ALL OTHER REPRESENTATIONS, CONDITIONS, OR WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY CLAIMS ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. THE PRACTICE MAY NOT MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ON BEHALF OF INSYNC HCS, ITS AFFILIATES OR THEIR RESPECTIVE THIRD PARTY PROVIDERS OR LICENSORS TO ANY AUTHORIZED USER OR ANY OTHER PARTY IN CONNECTION WITH THE EMR/PM SERVICES OR INSYNC HCS SYSTEM WITHOUT INSYNC HCS'S EXPRESS PRIOR WRITTEN CONSENT.

**14. Limitation of Liability.**

- 14.1. **IN NO EVENT SHALL INSYNC HCS BE LIABLE FOR LOSS OF GOODWILL, OR FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, LOST PROFITS, OR TORT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE INSYNC HCS TERMS SHEET, THE INSYNC HCS SYSTEMS AND/OR INSYNC HCS EMR/PM SERVICES REGARDLESS OF WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE. EXCEPT FOR CLAIMS RELATED TO PROPRIETARY RIGHTS OR PAYMENT OBLIGATIONS, NEITHER PARTY MAY ASSERT ANY CLAIM AGAINST THE OTHER RELATED TO THIS AGREEMENT, THE INSYNC HCS TERMS SHEET, THE INSYNC HCS SYSTEMS AND/OR INSYNC HCS EMR/PM SERVICES MORE THAN ONE (1) YEAR AFTER SUCH CLAIM ACCRUED. INSYNC HCS' AGGREGATE LIABILITY TO THE PRACTICE, ITS USERS AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS (INCLUDING BUT NOT LIMITED TO INDEMNIFICATION, ATTORNEY'S FEES, INTEREST, COSTS, ETC.) RELATING TO THIS THIS AGREEMENT, THE INSYNC HCS TERMS SHEET, THE INSYNC HCS SYSTEMS AND/OR THE EMR/PM SERVICES SHALL BE LIMITED TO THE TOTAL FEES PAID BY THE PRACTICE TO INSYNC HCS IN THE NINE (9) MONTH PERIOD PRECEDING THE DATE THE CLAIM ACCRUED. HOWEVER, IN NO EVENT SHALL INSYNC HCS'S MINIMUM LIABILITY BE LESS THAN ONE THOUSAND DOLLARS (\$1,000.00).**
- 14.2. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY, IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES SET FORTH WITHIN THIS AGREEMENT; THUS, THE LIMITATION OF LIABILITY AND WARRANTIES MAY NOT APPLY TO PRACTICE'S LOCATED WITHIN THOSE JURISDICTIONS. NONETHELESS IF ANY PART OF THIS LIMITATION ON LIABILITY OR WARRANTIES ARE FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF INSYNC HCS UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED TWO THOUSAND AND FIVE HUNDRED DOLLARS (\$2,500.00).
- 14.3. INSYNC HCS shall have no liability for any claim that the INSYNC HCS Systems or the EMR/PM Services violate or infringe upon the rights of any third party under a trademark, copyright or patent or allege trademark copyright or patent, if such claim is based upon (i) the combination, operation or use of the INSYNC HCS Systems or EMR/PM Services with software not supplied by INSYNC HCS, (ii) any alteration or modification of the INSYNC HCS Systems or (iii) INSYNC HCS's compliance with any of the Practice's request to modify or redesign the EMR/PM Software.
- 14.4. The Practice acknowledges that INSYNC HCS has not authorized any person to issue or make representations or warranties on behalf of INSYNC HCS in connection with INSYNC HCS's access to or use of the INSYNC HCS Systems and/or INSYNC HCS Services other than those expressly set forth in (i) this Agreement and (ii) the written materials provided by INSYNC HCS describing the capabilities and functions of the INSYNC HCS System and/or the INSYNC HCS EMR/PM Services.

15. **Assignment, Benefit.** This Agreement may not be assigned by the Practice without the prior written consent of INSYNC HCS, which consent shall not be unreasonably withheld. Any attempted assignment, delegation or transfer of this Agreement by the Practice to a third party hereto in violation hereof shall be null and void. INSYNC HCS shall have the right to assign this Agreement and any or all of its rights and/or obligations under this Agreement to any parent, subsidiary, or other affiliate, or to any entity that is a successor in interest pursuant to a merger or acquisition with or of any division or all of INSYNC HCS without the Practice's written consent. Subject to the foregoing limitation upon assignment, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and the respective heirs, personal and legal representatives, successors and assigns of the Parties.
16. **Updates.** During the term of this Agreement, INSYNC HCS may incorporate product updates and new releases with respect to the INSYNC HCS System on a periodic basis. All product updates and new releases that are available to the Practice shall be governed by the same terms and conditions of this Agreement. The Practice may be required periodically to upgrade to a new version of its operating system or other third-party software used in connection with the INSYNC HCS System and/or the EMR/PM Services at their current prices or to a release level compatible with and required to run new releases or updates of the Software, in order to continue to access and/or use the INSYNC HCS System and/or the EMR/PM Services. The Practice may also be required to procure additional memory or disk capacity in order to be able to access and use the INSYNC HCS Systems and/or the EMR/PM Services or to run new releases, versions or updates of the Software. Practice shall be responsible for procuring any such operating system, hardware upgrades or other third-party software, at its sole expense. INSYNC HCS SHALL HAVE NO OBLIGATION TO CONTINUE TO INCLUDE PRIOR VERSIONS OF THE SOFTWARE. If INSYNC HCS offers additional, optional services to Practice during the term of this Agreement, Practice may be required to provide certain information either to INSYNC HCS or certain third parties in connection with some of the services that may be offered.
17. **Reliance.** The Practice is not relying on any statements or representations concerning the INSYNC HCS Systems or the EMR/PM Services made to Practice, other than those contained herein and in the written materials furnished to it by INSYNC HCS.
18. **Attorney-In-Fact.** The Practice hereby appoints INSYNC HCS as its attorney-in-fact for the limited purpose of using the information given by the Practice to deliver the INSYNC HCS EMR/PM Services.
19. **Business Associate Agreement.** In recognition of the sensitive nature of the information exchanged in the providing of EMR/PM Services and associated with the INSYNC HCS System, the Practice agrees to the following Business Associate Agreement terms:
  - 19.1. In connection with providing services or products to Practice, INSYNC HCS may, on the Practice's behalf, access, use, create and/or disclose Protected Health Information.
  - 19.2. The Parties intend to protect the privacy and provide for the security of PHI disclosed to INSYNC HCS pursuant to the regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which privacy regulations are codified at 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"), and which security regulations are codified at 45 C.F.R. Part 160 and Part 164, Subparts A and C (the "Security Rule"), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") and as each are amended by the related final regulations dated January 25, 2013 promulgated by the Secretary (the "HIPAA Final Rule").
  - 19.3. OBLIGATIONS AND ACTIVITIES OF INSYNC HCS.

- 19.3.1. **Uses and Disclosures of PHI Pursuant to the EMR/PM Services.** INSYNC HCS will not access, use and/or disclose PHI other than as permitted or required by this Agreement or as required by Law.
- 19.3.2. **Permitted Uses and Disclosures.** INSYNC HCS may only use and disclose PHI created or received pursuant to these Terms and Conditions as follows:
- (a) **To carry out the purposes of this Agreement and Provide EMR/PM Services.** INSYNC HCS may access, use and/or disclose PHI as necessary to perform its obligations under this Agreement and providing EMR/PM Services, provided that such access, use or disclosure would not violate the Privacy Rule if done by the Practice and provided further that all other uses and disclosures not authorized by these Terms and Conditions or other agreements with or written instructions from the Practice, are prohibited.
  - (b) **Use for Management and Administration.** INSYNC HCS may use PHI for the proper management and administration of INSYNC HCS, or to carry out the legal responsibilities of INSYNC HCS.
  - (c) **Disclosure for Management and Administration.** INSYNC HCS may disclose PHI for the proper management and administration of INSYNC HCS or to carry out the legal responsibilities of INSYNC HCS if (i) the disclosure is Required by Law or (ii) INSYNC HCS (a) obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (b) the person agrees to notify INSYNC HCS in writing of any instances of which it becomes aware in which the confidentiality and security of the PHI is breached.
  - (d) **Required by Law.** INSYNC HCS may use or disclose PHI that is in its possession as required by Law.
  - (e) **De-Identification of PHI.** INSYNC HCS may de-identify PHI, provided that the de-identification process conforms to the requirements of 45 C.F.R. §164.514(b). De-identified information does not constitute PHI and is not subject to the terms of this Agreement. In such situations where INSYNC HCS is de-identifying data, INSYNC HCS will also comply with any further limitations on uses and disclosures agreed to by the Practice provided that such agreed upon limitations have been communicated to INSYNC HCS in writing.
  - (f) **Data Aggregation and Analysis Activities.** INSYNC HCS may provide Data Aggregation services, as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).
- 19.3.3. **Appropriate Safeguards.** INSYNC HCS will implement appropriate safeguards and will comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by this Agreement.
- 19.3.4. **HIPAA Transaction Standards.** INSYNC HCS will comply with all applicable HIPAA standards and requirements (including, without limitation, those specified in 45 C.F.R. Part 162) with respect to the transmission of PHI in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA. INSYNC HCS shall comply with modifications to applicable HIPAA standards and requirements which become effective from time to time.
- 19.3.5. **Reporting of Improper Use or Disclosure, Security Incident or Breach.** INSYNC HCS will notify the Practice of any use or disclosure of PHI not permitted under this Agreement, Breach of Unsecured PHI or Security Incident, without unreasonable delay, and in no event later than twenty (20) business days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by INSYNC HCS to the Practice of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to the Practice by INSYNC HCS shall be required only upon request. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on INSYNC HCS's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the

above, so long as no such incident results in unauthorized access, use or disclosure of PHI. INSYNC HCS's notification to Practice of a Breach shall include: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by INSYNC HCS to have been, accessed, acquired or disclosed during the Breach; and (ii) any particulars regarding the Breach that Practice would need to include in its notification, as such particulars are identified in 45 C.F.R. §164.404.

- 19.3.6. **Access to PHI.** To the extent INSYNC HCS has PHI contained in a Designated Record Set, it agrees to make such information available to the Practice pursuant to 45 C.F.R. §164.524 within fifteen (15) business days of INSYNC HCS's receipt of a written request from the Practice; provided, however, that INSYNC HCS is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by the Practice. If an Individual makes a request for access pursuant to 45 C.F.R. §164.524 directly to INSYNC HCS, or inquires about his or her right to access, INSYNC HCS shall direct the Individual to the Practice.
- 19.3.7. **Amendment of PHI.** To the extent INSYNC HCS has PHI contained in a Designated Record Set, it agrees to make such information available to Practice for amendment pursuant to 45 C.F.R. §164.526 within twenty (20) business days of INSYNC HCS's receipt of a written request from the Practice. If an individual submits a written request for amendment pursuant to 45 C.F.R. §164.526 directly to INSYNC HCS, or inquires about his or her right to amendment, INSYNC HCS shall direct the Individual to the Practice.
- 19.3.8. **Documentation of Disclosures.** INSYNC HCS agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Practice to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. INSYNC HCS shall document, at a minimum, the following information ("Disclosure Information"): (i) the date of the disclosure, (ii) the name and, if known, the address of the recipient of the PHI, (iii) a brief description of the PHI disclosed, (iv) the purpose of the disclosure that includes an explanation of the basis for such disclosure, and (v) any additional information required under the HITECH Act and any implementing regulations.
- 19.3.9. **Accounting of Disclosures.** INSYNC HCS agrees to provide to the Practice, within twenty (20) business days of INSYNC HCS's receipt of a written request from the Practice, information collected in accordance with the "Documentation of Disclosures" Section of this Agreement to permit the Practice to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. If an Individual makes a request for an accounting of disclosures of PHI pursuant to 45 C.F.R. §164.528 directly to INSYNC HCS, or inquires about his or her right to an accounting of disclosures of PHI, INSYNC HCS shall direct the Individual to the Practice.
- 19.3.10. **Performance of the Practice Obligations.** To the extent INSYNC HCS is carrying out any of the Practice's obligations under the Privacy Rule pursuant to the terms of this Agreement or other agreements with or written instructions from the Practice, INSYNC HCS shall comply with the requirements of the Privacy Rule that apply to the Practice in the performance of such obligation(s).
- 19.3.11. **Governmental Access to Records.** INSYNC HCS will make its internal practices, books and records relating to the use and disclosure of PHI to the Secretary of the United States Department of Health and Human Services or the Secretary's designee, in a time and manner designated by the Practice or the Secretary, for purposes of determining the Practice's compliance with the Privacy Rule.
- 19.3.12. **INSYNC HCS's Agents.** In accordance with 45 C.F.R. §164.502(e)(1)(i) and 45 C.F.R. §164.308(b)(2), as applicable, INSYNC HCS shall enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of INSYNC HCS for services provided to the Practice, providing that the agent agrees to restrictions and conditions that are no less protective of privacy and security than those that apply through this Agreement to INSYNC HCS with respect to such PHI.

- 19.3.13. **Minimum Necessary.** INSYNC HCS shall request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R. §164.514(d), and any amendments thereto.
- 19.4. OBLIGATIONS OF COVERED ENTITY
- 19.4.1. **Consents and Authorizations.** The Practice represents that it has obtained or will obtain all consents or authorizations that may be required by the Privacy Rule and applicable state law prior to furnishing INSYNC HCS the PHI.
- 19.4.2. **Notice of Privacy the Practices.** The Practice shall notify INSYNC HCS of any limitation(s) in the notice of privacy practices of the Practice under 45 C.F.R. §164.520, to the extent that such limitation may affect INSYNC HCS's use or disclosure of PHI. If requested by INSYNC HCS, the Practice shall provide INSYNC HCS with the Notice of Privacy the Practices that the Practice produces in accordance with 45 C.F.R. §164.520.
- 19.4.3. **Notification of Changes Regarding Individual Permission.** The Practice shall notify INSYNC HCS in writing promptly, but in no event later than two (2) business days, of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect INSYNC HCS's use or disclosure of PHI.
- 19.4.4. **Notification of Restrictions on the Use of Disclosure of PHI.** The Practice shall notify INSYNC HCS in writing of any restriction on the use or disclosure of PHI that the Practice has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may impact in any manner the use or disclosure of PHI by INSYNC HCS under this Agreement or other agreements with or written instructions from the Practice.
- 19.4.5. **Permissible Requests by the Practice.** The Practice shall not request INSYNC HCS to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Practice.
- 19.5. TERM AND TERMINATION
- 19.5.1. **Effect of Termination.**
- (a) Upon termination of this Agreement for any reason, INSYNC HCS shall return or destroy all PHI received from the Practice, or created or received by INSYNC HCS on behalf of the Practice, and shall retain no copies of the PHI.
  - (b) If it is infeasible for INSYNC HCS to return or destroy the PHI upon termination of this Agreement, INSYNC HCS shall: (i) extend the protections of this BAA to such PHI; and (ii) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as INSYNC HCS maintains such PHI.
- 19.6. MISCELLANEOUS
- 19.6.1. **Construction of Terms.** The terms of this Agreement shall be construed in light of any interpretation and/or guidance on the Security Rule and the Privacy Rule and its related regulations issued by the Secretary of Health and Human Services from time to time. Any ambiguity in this Agreement shall be interpreted to permit compliance with the Security Rule and the Privacy Rule. In the event of inconsistency between the provisions of this Agreement and mandatory provisions of the Privacy Rule, the Security Rule or the HIPAA Final Rule, or their interpretation by any court or regulatory agency with authority over INSYNC HCS or the Practice, such interpretation shall control; provided, however, that if any relevant provision of the Privacy Rule, the Security Rule or the HIPAA Final Rule is amended in a manner that changes the obligations of INSYNC HCS or the Practice that are embodied in terms of this Agreement, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this Agreement to give effect to such revised obligations.
20. **Notices.** Any notices or other communications provided for in this Agreement shall be in writing and shall be deemed given for all purposes when either served personally or mailed by certified or registered mail, return receipt requested, postage prepaid or by overnight courier and addressed

to the respective Party at its last known address. All notices to INSYNC HCS shall also be emailed to its legal counsel at [notices@hunterbusinesslaw.com](mailto:notices@hunterbusinesslaw.com).

21. **Further Assurances.** Upon the request of either Party to the other, each Party will take such other action and execute and deliver to the other Party such instruments or documents as may be reasonably necessary to assure, complete, evidence or implement the provisions of this Agreement.
22. **Non-Waiver.** The failure of either Party to insist on strict performance of any of the covenants or conditions of the Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or a relinquishment for the future of such covenants, conditions, rights or options, but the same shall remain in full force and effect; and the doing by INSYNC HCS or the Practice of any act or thing which INSYNC HCS or the Practice is not obligated to do hereunder shall not be deemed to impose any obligation upon INSYNC HCS or the Practice to do any similar act or thing in the future or in any way change or alter any of the provisions of this Agreement.
23. **Confidentiality.** In as much as INSYNC HCS qualifies as a "Business Associate" and the Practice qualifies as a "Covered Entity" as defined in 45 C.F.R. 160.103, of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, by requesting permission to access and use the INSYNC HCS System and the INSYNC HCS EMR/PM Services, the Practice agrees to the Business Associate Agreement terms provided in Section 19 as mandated under HIPAA for such agreements, and as may be amended pursuant to Section 19 hereof.
24. **Modifications.** IN THE EVENT INSYNC HCS MODIFIES ANY TERM OR CONDITION OF THIS AGREEMENT OR THE INSYNC HCS TERM SHEET, SUCH MODIFICATION SHALL ONLY BE EFFECTIVE IF SIGNED BY THE CHIEF EXECUTIVE OFFICER, PRESIDENT, CHIEF FINANCIAL OFFICER, OR GENERAL COUNSEL FOR INSYNC HCS. **NO OTHER EMPLOYEE OR OFFICER OF INSYNC HCS SHALL HAVE THE AUTHORITY TO MODIFY A TERM OF THIS AGREEMENT OR THE INSYNC HCS TERM SHEET.** IF THESE TERMS AND CONDITIONS ARE MODIFIED AND THE MODIFIED TERMS AND CONDITIONS ARE POSTED BY ONLINE BY INSYNC HCS, THEN THE PRACTICE MAY ASSUME THE MODIFIED TERMS AND CONDITIONS ARE EFFECTIVE AND NO SIGNATURE OF AN INSYNC OFFICE IS REQUIRED.
25. **Partial Invalidity.** The invalidity of any portion of this Agreement shall not affect the validity of the remainder of this Agreement as long as the primary intent and purpose of this Agreement is not materially affected.
26. **Entire Agreement.** This Agreement, the executed INSYNC HCS Term Sheet, and any other Supplemental agreements entered into by the Practice constitutes the entire understanding and agreement between the Parties hereto. This Agreement replaces and supersedes all previous oral or written agreements, understandings, arrangements, discussions or negotiations between the Parties regarding the subject matter of this Agreement.
27. **Headings.** The headings or captions of the paragraphs of this Agreement are for convenience and reference only and are not to be considered in construing this Agreement.
28. **Dispute Resolution.** Prior to filing any cause of action, or legal proceeding, with the requisite court of law, the Parties agree that they will first be required to attend in-person mediation in Tampa, Florida. Both Parties agree that they will send a representative with full settlement authority to the mediation. The cost of the in-person mediation shall be split amongst the parties but shall not include travel costs of either party associated with attending the in-person mediation. Notwithstanding the foregoing, the pre-suit mediation requirement will be waived and not required

in the event INSYNC HCS brings an action against the Practice for unpaid Services Fees or other unpaid fees.

29. **Governing Law & Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed in Florida without reference to its principles of conflict of laws. The Practice expressly agrees that any legal action or proceeding between INSYNC HCS and the Practice for any purpose concerning or related to this Agreement, the EMR/PM Services, the EMR/PM Value Added Services, or the INSYNC HCS EMR/PM System, or the parties' obligations hereunder shall be brought exclusively in a court of record for Hillsborough County, Florida or the United States District Court for the Middle District of Florida – Tampa division. Practice hereby agrees to consent to personal jurisdiction of the state and federal courts situated within State of Florida for purposes of enforcing this Agreement, and waive any objection that Practice might have to personal jurisdiction or venue in those courts. Neither the course of conduct and/or course of dealing between the parties nor trade practice shall act to modify any provision of this Agreement.
30. **Compliance with Dispute Resolution and Venue.** In the event that either Party fails to comply with the Dispute Resolution procedure set forth in Section 28 of this Agreement, and files a cause of action or legal proceeding prior to a required mediation taking place; or in the event either Party files any cause of action or legal proceeding in a court of law against the other Party in a court of law other than a court of law identified in Section 29 of this Agreement, the filing Party agrees to pay the non-filing Party's reasonable attorneys' fees and all costs and expenses incurred with respect to defending such improperly filed cause of action or legal proceeding.
31. **Injunctive Relief.** Notwithstanding the provisions of Section 28, the Practice agrees that violations of Sections 5, 6, 23, and 33 will cause INSYNC HCS irreparable and immediate harm and that INSYNC HCS is entitled to seek immediate injunctive relief from a court of competent jurisdiction to prevent such violation.
32. **US. Government Rights.** INSYNC HCS Systems and INSYNC HCS EMR/PM Services include commercial technical data and/or computer databases and/or commercial computer software and/or commercial computer software documentation (collectively, "Commercial Software/Data"), as applicable which were developed exclusively at private expense by INSYNC HCS. Additionally, the INSYNC HCS System and the INSYNC HCS Services, specifically EMR and PM, may include Commercial Software/Data, including CPT® code which is commercial technical data, which was developed exclusively at private expense by the American Medical Association, 330 North Wabash Avenue, Chicago, Illinois 60611. The American Medical Association does not agree to license CPT to the Federal Government based on the license in FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items) or any other license provision. The American Medical Association reserves all rights to approve any license with any Federal agency.
33. **Non-Disparagement.** For so long as the Practice is using any of the services provided by INSYNC HCS under these terms and conditions and for a period of five (5) years following the termination of these terms and conditions, the Practice, each of its Providers, employees, or contractors shall not directly or indirectly make or solicit or encourage others to make any disparaging, denigrating, derogatory or negative statement or communication either orally, in writing, electronically, by the use of social media, or in any other manner whatsoever about INSYNC HCS or any of INSYNC HCS's products, services or activities; provided, however, that such restriction shall not prohibit truthful testimony compelled by valid legal process.

**IN ORDER TO HAVE ACCESS TO (OR CONTINUED ACCESS TO) AND USE OF (OR CONTINUED USE OF) THE INSYNC HCS SYSTEMS AND INSYNC HCS EMR/PM SERVICES, YOU MUST CHECK THE ACCEPT BOX UPON SIGN UP. BY DOING SO, YOU REPRESENT**

**AND WARRANT THAT YOU ARE DULY AUTHORIZED TO ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THE PRACTICE REGISTERED UNDER THIS LOG-IN ID. FAILURE TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT WILL PREVENT YOU FROM ACCESSING OR USING THE INSYNC HCS SYSTEM OR INSYNC HCS EMR/PM SERVICES. ANY ATTEMPT TO DO SO WITHOUT AGREEING TO THESE TERMS AND CONDITIONS IS EXPRESSLY PROHIBITED AND IS VIOLATIVE OF APPLICABLE LAW.**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 5, 2021

**Departments: Sheriff's Office**

**TIME REQUIRED**

**SUBJECT**                    Allocation List Amendment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed resolution authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to eliminate one (1) Jail Lieutenant and add one (1) Jail Sergeant II in the Office of the Sheriff.

**RECOMMENDED ACTION:**

Adopt proposed resolution. Provide any desired direction to staff.

**FISCAL IMPACT:**

Budget savings of approximately \$8,000.

**CONTACT NAME:** Ingrid Braun

**PHONE/EMAIL:** 760-932-7549 / ibraun@monosheriff.org

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Resolution</a>

**History**

Time	Who	Approval
9/22/2021 10:45 AM	County Counsel	Yes
9/30/2021 12:03 PM	Finance	Yes



**MONO COUNTY**  
**SHERIFF**  
*A Commitment to Community Safety and Service*



**Ingrid Braun**  
Sheriff-Coroner

DATE:

TO:

The Honorable Board of Supervisors

**Phillip West**  
Undersheriff

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: Recommendation for Office of Emergency Management

**RECOMMENDED ACTION:**

Authorize the County Administrative Officer to amend the County of Mono List of Allocated Positions to eliminate the position of Jail Lieutenant and add the position of Jail Sergeant II in the Sheriff's Office.

**BACKGROUND:**

On January 14, 2020, the Board of Supervisors authorized the Sheriff's Office to upgrade a Sergeant position to Lieutenant. That position was filled on March 16, 2020, with the main responsibility of overseeing Jail and Dispatch Operations. The Sheriff's Office has three supervisory positions allocated in the Jail/Dispatch: one Jail Lieutenant and two Jail Sergeants. The lieutenant position has been vacant since May 26, 2020.

**DISCUSSION:**

It is confusing to have two different lieutenant ranks within the same command structure. The Jail Lieutenant position served an administrative function, working regular business hours. Those responsibilities have been taken over by the Lieutenant, negating the necessity for a Jail Lieutenant. That position would be better served as a senior sergeant, creating a promotional opportunity, and allowing for more supervision during night and weekend hours. This reclassification is supported by the Public Safety Officers' Association.

**FINANCIAL IMPACT:**

This reclassification will create a budget savings of approximately \$8,000. The pay range for the current Jail Lieutenant position is \$6,339 - \$7,706 per month. The proposed position of Sergeant II would be \$5,787 - \$7,034 per month, 5% more than the current sergeant position.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "IB", written over a white background.

Ingrid Braun  
Sheriff-Coroner



R21-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER  
TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS  
TO ELIMINATE ONE [1] JAIL LIEUTENANT AND ADD ONE [1] JAIL SERGEANT II  
IN THE OFFICE OF SHERIFF**

**WHEREAS**, the County of Mono maintains a list of County job classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications on its List of Allocated Positions (or “Allocation List”); and

**WHEREAS**, the Allocation List identifies approved vacancies for recruitment and selection by Human Resources and implements collective bargaining agreements related to job classifications and pay rates; and

**WHEREAS**, the County seeks to provide public services in the most efficient and economical manner possible, which at times requires the modification of the job classifications on the Allocation List; and

**WHEREAS**, it is currently necessary to amend the Allocation List as part of maintaining proper accounting for hiring employees to perform public services.

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** that the County Administrative Officer is authorized to amend the County of Mono List of Allocated Positions to reflect the following changes:

Remove the allocation of one [1] full-time permanent Jail Lieutenant (new total zero [0]) (salary range \$6339 - \$7706 per month).

Add the allocation of one [1] full-time permanent Jail Sergeant II (new total one [1]) (salary range \$5787 - \$7034 per month).

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

\_\_\_\_\_  
Jennifer Kreitz, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
County Counsel



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 5, 2021

**TIME REQUIRED**

**SUBJECT**

Letter of Commendation from Wes  
French Regarding the Mono County  
Sheriff's Department

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

A letter of commendation from Mono County resident Wes French regarding the Mono County Sheriff's Department.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Queenie Barnard

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download

[Letter](#)

### History

Time	Who	Approval
9/22/2021 10:39 AM	County Counsel	Yes
9/24/2021 9:52 AM	Finance	Yes
10/1/2021 4:22 PM	County Administrative Office	Yes

---

**From:** Wes French <1wfrenche@gmail.com>  
**Sent:** Friday, September 17, 2021 4:31 PM  
**To:** Queenie Barnard <qbarnard@mono.ca.gov>  
**Subject:** Letter Of Commendation

You don't often get email from [1wfrenche@gmail.com](mailto:1wfrenche@gmail.com). [Learn why this is important](#)

**[EXTERNAL EMAIL]**

Good Afternoon,

I wanted to send a letter of commendation supporting Mono Sheriff, Ingrid Braun and her dedicated deputies and supporting staff. Being one who grew up in Eastern Sierra and owning a business here, I have seen our local law enforcement having to respond to many varied situations over the years. But never has there been as many challenges as they have had to face in the last year and a half. There has been pressure from all sides and frankly they have faced a lack of respect at times from those who should be expressing the most appreciation. They have diligently defended the Constitution and upheld the rights of all people. This is not easy when they are pressured by some to infringe on the constitutional

rights of the people they don't agree with. I applaud the Sheriff's Department for standing in the gap for all of us. They are keeping us safe and our community is strong because of their tireless attention to duty. I encourage this council and all the public officials to support them exceedingly with county funds, more staffing where needed, as well as public commendations to encourage them and improve morale.

Thanks for all you do to support the protectors of this community.

Sincerely,  
Wes French

--  
Wes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 5, 2021

**TIME REQUIRED**

**SUBJECT**

Alpine County Informal Comment on  
the California Public Utilities  
Commission's (CPUC) Proposed  
Middle-Mile Map and Mono County's  
Filing

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Informal comments from Alpine County regarding the new middle mile network be extended up the Highway 4 corridor to serve several communities, businesses, and government offices in Calaveras County as well as the communities of Bear Valley and Lake Alpine in Alpine County.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Queenie Barnard

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Informal Comment</a></p>
---

**History**

Time	Who	Approval
9/27/2021 5:48 PM	County Counsel	Yes
9/30/2021 12:06 PM	Finance	Yes
10/1/2021 4:23 PM	County Administrative Office	Yes

Proceeding: R2009001

Middle Mile Advisory Committee

Re: Further informal comments regarding Alpine County

The full Board of Supervisors submitted informal comments requesting that the new middle mile network be extended up the Hwy. 4 corridor to serve several communities, businesses, and government offices in Calaveras County as well as the communities of Bear Valley and Lake Alpine in Alpine County. These comments are being submitted by me as an individual Supervisor as there was not another Board meeting scheduled before the Oct. 1<sup>st</sup> deadline.

Further examination of the map of the proposed middle mile network and after participating in RCRC's Broadband Advisory Committee meeting along with representatives of the CPUC brought to my attention the need to list more communities that will need access to the middle mile. CPUC staff made clear the need to make suggestions as specific as possible. CPUC staff explained that the dividing line between the middle mile and the last mile is the pole that serves the premises. In addition to the Bear Valley and Lake Alpine communities discussed in Alpine County's initial comments, the communities currently left off the proposed middle mile map are:

1. Hung-a-lel-ti Community of the Washoe Tribe of Nevada and California is an unserved community and disadvantaged community. A spur to the middle mile network from Woodfords along Diamond Valley Road would serve this community.
2. Markleevillage which is a subdivision up Hot Springs Road outside of Markleeville is also an unserved community that needs access to the middle mile.
3. Grovers Hot Springs State Park is a further 3 miles up Hot Springs Road outside of Markleeville is unserved. Apart from the employees that live and work there, on a summer weekend there can easily be 700 visitors and campers.
4. Foothill Road/Emigrant Trail between the Nevada state line and Woodfords west of Hwy 88 which serve the Mesa Vista area. Some of the homes in this area can't even get DSL service from the current supplier Frontier Communications.
5. Chambers Lane/River Ranch on the east side of Hwy 88 opposite Mesa Vista.
6. Hwy 88 between the Nevada state line and Woodfords has an existing fiber line owned by Frontier Communications, but will need to be upgraded to current middle mile standards. It would serve several homes and ranches along the highway.

I would also like to comment on two of Mono County's suggestions as they affect Alpine County. Their suggestion of connecting eastern Alpine County to Digital 395 in Nevada along Hwy. 88 has merit as noted above. However I strongly disagree with their suggestion not to extend the middle mile network along Hwy. 89 from Markleeville over Monitor Pass to Digital 395 at the junction of Hwy. 89 and US 395. That would leave eastern Alpine County as a dead end and would not be as resilient as we need.

While the future is hard to predict I would hope that the middle mile would have sufficient capacity to serve for 30 years, taking into account community growth as well as future technologies and applications that haven't even been thought of yet.

Thank you for taking the time to consider this request. The proposed middle mile network is critical to the future of Alpine County and its residents.

David Griffith

Alpine County District 5 Supervisor

cc: Terry Woodrow, Chair, Alpine County Board of Supervisors  
Jennifer Kreitz, Chair, Mono County Board of Supervisors  
Tracy Rhine, RCRC Senior Legislative Advocate



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 5, 2021

**TIME REQUIRED**

**SUBJECT**            USDA Forest Service Long Valley  
Exploration Drilling Project Update

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

The Inyo National Forest received a request from KORE Mining Ltd. for approval of a Plan of Operations for mineral exploration on National Forest land at its Long Valley Project area. The decision to move forward with the mineral exploration was made on September 27, 2021.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Queenie Barnard

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">News Release</a>
<input type="checkbox"/> <a href="#">Memo</a>

**History**

Time	Who	Approval
9/29/2021 4:30 PM	County Counsel	Yes
9/30/2021 12:07 PM	Finance	Yes
10/1/2021 4:24 PM	County Administrative Office	Yes



## Inyo National Forest

### Forest Service News Release

Date: September 27, 2021

Media Contact: Deb Schweizer, Public Affairs Officer

Bishop, CA

(760) 873-2427

[debra.schweizer@usda.gov](mailto:debra.schweizer@usda.gov)

[www.facebook.com/inyonf](http://www.facebook.com/inyonf)

Twitter: @Inyo\_NF

### Long Valley Exploration Project Drilling Project Approved

The Acting District Ranger of the Mammoth Ranger District has approved the categorical exclusion (CE) for the Long Valley Exploration Drilling Project.

The project is approved based upon the proposed Plan of Operations submitted by the proponent, KORE Mining, that is for mineral exploration only. An application has not been submitted or proposed for mineral extraction (mining). If that were to occur, that application would be processed as a separate project and have a separate National Environmental Policy Act analysis.

The initial Plan of Operations was revised based on analysis and comments received during project scoping, and many requirements were added to minimize resource impacts.

This decision approves mineral exploration, including ground-disturbing reclamation activities, for up to one year.

The scope of this project will total approximately 0.82 acres; 0.43 acres would be from the drill pads and 0.39 acres from the use of the temporary access roads. Twelve drill pads, measuring 53 feet by 30 feet, will be constructed and up to three core borings will be drilled on each pad. The proposed drilling equipment will access the property across existing public roads and will utilize temporary access roads from the public roads to the drilling pad locations to minimize disturbance from road grading. Best management practice will be employed for drilling. The timeframe for these activities will be less than one year after drilling begins.

“This decision includes measures to minimize effects to natural and cultural resources by requiring post-project restoration for habitat improvement and monitors to protect cultural resources during drilling activities,” Acting District Ranger Leeann Murphy said, “These restoration activities are important to provide food and cover for native wildlife species, allow for native plant success, and ensure there is no net loss of habitat and no effect to the capability of forest species of conversation of concern to persist over the long term in the plan area.”

Activities such as monitoring, native seeding, and maintaining a sage grouse friendly fence to exclude livestock from the restoration areas are in support of the post-project habitat restoration.

To find more information about the project, including the decision memo and supporting documents, please visit the following webpage: <https://www.fs.usda.gov/project/?project=59294>

###

USDA is an equal opportunity provider, employer and lender.



---

**DECISION MEMO**  
**LONG VALLEY EXPLORATION DRILLING PROJECT**  
**U.S. FOREST SERVICE**  
**INYO NATIONAL FOREST**  
**MAMMOTH DISTRICT**  
**MONO COUNTY, CA**

**BACKGROUND**

The Inyo National Forest received a request from KORE Mining Ltd. (KORE) for approval of a Plan of Operations for mineral exploration on National Forest land at its Long Valley Project area (Project) (Figures 1-3). Proposed activities within the Plan of Operations are for the exploration of locatable minerals to be conducted upon Federal mining claims held by KORE.

An initial Plan of Operations was submitted in July 2020. The initial Plan of Operations was revised based on analysis and comments received during project scoping, and many requirements were added to minimize resource impacts. The decision is based upon evaluation of the revised Plan of Operations (2021 Plan of Operations).

The application was for mineral exploration only. There is no proposed mineral extraction (mining). Mining is not being proposed or considered at this time. The purpose of a mineral exploration project is to assess the potential for mineral concentration at a volume that would be economically feasible to produce and does not automatically lead to an actual mine. An application has not been submitted or proposed for a mineral extraction project and if that were to occur, that application would be processed as a separate project.

The Project area has had previous exploration, in the 1990s, by a prior operator. Exploration activities included road construction and drilling of hundreds of cores. The KORE 2021 Plan of Operations is for additional drilling on the periphery of the prior area of exploration. The 2021 Plan of Operations is of a one year duration for mining and support activities, and restoration of impacts. The exploration activities include core drilling on 12 pads and the collection of rock samples from each borehole for metallurgical testing and geological engineering assessment.

Through the General Mining Law of 1872, mining claimants have a right to locate and develop mineral resources on any public lands open to mineral entry. KORE Mining therefore has a legal right to explore/develop and conduct reasonably incident activities; the FS has the right/obligation to regulate such activities but not to endanger or materially interfere (40 CFR 1502.13). The Forest Service does have an obligation to ensure that "operations are conducted so as, where feasible, to minimize adverse environmental impacts on National Forest surface resources" (36 CFR 228.8). The compelling need for the Forest Service to take action is to comply with the legal requirements to respond to the proponents reasonable Plan of Operations (36 CFR 228.4) for mineral exploration, and prescribe measures to reasonably protect resources.



---

The Inyo National Forest land management plan (USDA Forest Service 2019) requires that mineral exploration must be for public benefit, and the project contributes toward the attainment of the following desired condition:

GEO-FW-DC 01. Mineral resources on National Forest System lands provide for public benefit, while minimizing adverse environmental effects on other national forest resources from mineral exploration, development, and extraction (USDA Forest Service, land management plan 2019, p. 67).

## **DECISION**

I have decided to authorize the exploratory drilling, as described in the proposed Plan of Operations. This decision approves mineral exploration, including ground-disturbing reclamation activities, for up to one year. Post-exploration habitat restoration activities that do not involve grading or major ground disturbance may continue past one year as needed for satisfactory reclamation. Activities such as monitoring, seeding, and maintaining a fence to exclude livestock from the restoration areas are in support of the post-project habitat restoration. This decision incorporates the specific terms and conditions summarized in Appendix A of this document; these have been incorporated into the Plan of Operations.

Land disturbance resulting from this Project will total approximately 0.82 acres. Of that, roughly 0.43 acres would be from the drill pads and 0.39 from the use of the temporary access roads.

Twelve drill pads, measuring 53 feet by 30 feet, will be constructed and up to 3 core borings will be drilled on each pad. The proposed drilling equipment will access the property across existing public roads and will utilize temporary access roads from the public roads to the drilling pad locations to minimize disturbance from road grading. Up to 1,700 feet (0.32 miles) of temporary access road will be created by clearing of surface vegetation by hand cutting or mowing with a small tractor. The roads will not be graded or constructed beyond cutting or mowing vegetation.

Best management practice will be employed for drilling. Excess drilling mud will be collected while drilling and transported off site to an appropriate disposal facility. After drilling has ended, the drill pads will be reclaimed by relieving compaction, grading to approximate the original landforms, and planting with a Forest Service approved native seed mix. A temporary fence will be placed to prevent livestock or other animals from eating or trampling growing seedlings, to facilitate successful habitat improvement. Temporary access roads will be reclaimed using a spring-tooth harrow, or similar device, to relieve surface compaction and then seeded with the same approved seed mix. Seeding will occur in the fall of the year to take advantage of seasonal rainfall. New vegetation shall be monitored by a qualified biologist until it is determined that success criteria have been met. The minimum monitoring time is three years. Any revegetation needs identified during that monitoring are also covered under this decision.

All activities incidental to mining, including drilling, grading, and installation of erosion control features, will be completed within one year of the beginning of operations. Exploration on each pad will be active for three to twelve days, with a day or two of mobilization between pads. Two pads may be drilled at the same time. The number of days needed to complete exploration activities could therefore range from about 50 to 170 days, all within 12 consecutive months. At the end of the one-year period, all equipment will have been removed from the site and all activities in support of



---

exploration will be complete. In order to minimize project effects, further wildlife habitat improvement may occur if post-exploration monitoring shows a need for further revegetation.

This action is categorically excluded from documentation in an environmental impact statement (EIS) or an environmental assessment (EA). The applicable category of actions for the exploration and support activities is identified in agency procedures as:

*36 CFR 220.6(e)(8): Short-term (1 year or less) mineral, energy, or geophysical investigations and their incidental support activities that may require cross-country travel by vehicles and equipment, construction of less than 1 mile of low standard road or use and minor repair of existing roads.*

This category of action(s) is applicable because this is a one-year Plan of Operations, including reclamation, and there would be no more than 0.32 miles of temporary road construction. The total linear feet of all new and existing drill roads to be used by the project is about 1,700 feet.

All exploration activities and activities necessary to support the explorations itself fall under CE category 220.6(e)(8). These activities include those that are required to allow equipment access to the site (such as temporary road construction, grading and constructing drill pads), implementing the exploration (such as drilling exploration holes, driving existing and temporary roads, having equipment on-site, transporting drilling muds to an approved off-forest site), and protecting natural and cultural resources during the exploration itself (such as installing erosion control measures, properly casing and abandoning drill holes, using noise and light controls, and regrading pads and replacing topsoil).

In order to minimize effects to natural resources, I am also requiring post-project restoration for habitat improvement. These restoration activities are important to provide food and cover for native wildlife species, as well as allowing for native plant success. These activities are not required to support the mineral exploration activities. Because these activities are not in support of mining activities, we are using an additional CE category to cover these activities, which is:

*36 CFR 220.6(e)(6): Timber stand and/or wildlife habitat improvement activities that do not include the use of herbicides or do not require more than 1 mile of low standard road construction.*

This category of actions is applied because the restoration of project disturbance is for the purpose of improving native vegetation, which is vital for wildlife habitat (including sage grouse and mule deer). This will ensure that there is no net loss of habitat and no effect to the capability of Forest species of conservation to persist over the long term in the plan area. No herbicides will be used, and no road will be constructed for the wildlife habitat improvement.

I want to be certain that adequate rehabilitation occurs, and therefore do not want to limit any activities needed for rehabilitation to a time frame of one year or less. The post-exploration habitat restoration activities will include seeding, installing (sage-grouse friendly) fences around the pads to protect seedlings from livestock or wildlife grazing, monitoring revegetation activities on foot, and pulling weeds if needed. If monitoring shows that the initial revegetation is not adequate for wildlife habitat improvement, this decision also approves additional revegetation activities. These are not support activities necessary for mineral exploration; the mineral exploration can proceed without



---

these actions and will be complete before these actions occur. However, such actions are important for habitat improvement and therefore are being included as part of my decision.

As stated in the preamble to the 2020 Forest Service NEPA regulations under 36 CFR 22, “More than one CE may apply to an activity. Integrated, multiple-use management activities, which are designed to accomplish management goals that often cross administrative program boundaries, can fit within multiple CEs.” Use of two CEs helps me best meet my obligation to allow mineral exploration activities while minimizing resource impacts, and my desire to improve wildlife habitat post-project.

## EXTRAORDINARY CIRCUMSTANCES

I find that there are no extraordinary circumstances that would warrant further analysis and documentation in an EA or EIS. I took into account resource conditions identified in agency procedures that should be considered in determining whether extraordinary circumstances might exist, as well as other resources that are not explicitly included in the required resources for analysis. The full analysis of effects for wildlife, botanical, water, noise and cultural resources are included as reports in the project file: Long Valley Sensitive Species Habitat Verification Report; Cultural Resources Inventory Long Valley Exploration Drilling Project Unincorporated Mono County, California; KORE Long Valley Exploration Sage-Grouse Lek Baseline Noise Monitoring and Drilling Noise Analysis; Hydrogeologic Evaluation; and Long Valley Exploration Drilling Project Biological Impact Analysis).

The analysis of potential effects from those reports are summarized here.

### **1. Federally listed threatened or endangered species or designated critical habitat, species proposed for Federal listing or proposed critical habitat, or Forest Service species of conservation concern.**

#### *Plant Species of Conservation Concern*

No special-status plant species were observed on-site during the pre-construction focused plant survey. Further, based on habitat requirements for the identified special-status species and known distributions, it was determined that the Project Impact Area does not have the potential to support any of the other plant species of conservation concern documented as potentially occurring within the vicinity of the project site, and are presumed absent. As a result, no impacts to plant species of conservation concern are expected to occur.

#### *Wildlife Species of Conservation Concern*

No special-status wildlife species were observed on-site during the field investigation. Based on habitat requirements for specific species and the availability and quality of on-site habitats, it was determined that the Project Impact Area has the potential to support greater sage-grouse and pygmy rabbit. In order to ensure no significant direct or indirect impacts to the aforementioned species occur from the project, the avoidance and minimization measures listed in Appendix A will be implemented. With implementation of these avoidance and minimization measures, any impacts to species of conservation concern, should they be present, would be minor and temporary. It is likely that any sage grouse and pygmy rabbit in the area would avoid the immediate vicinity of the drill sites during the exploration activities and associated disturbance. Nonetheless, there is the potential for such avoidance to result in physiological stress, reduced



---

foraging success, and exposure to higher predation rates due to increased movements to skirt project activities. However, these impacts will be short-term and spatially limited, so will not result in any impacts to the species that would affect their viability within the project area or the Inyo National Forest.

To ensure compliance with the Migratory Bird Treaty Act (MBTA) and Fish and Game Code, a pre-construction nesting bird clearance survey shall be conducted within 3 days of any vegetation removal or ground disturbance. If occupied nests are discovered during the survey, non-activity buffers between 300 and 500 feet will be established around the identified nest.

### Wildlife Corridors

The project site has the potential to be utilized as a wildlife corridor by local wildlife species, in particular mule deer. Project activities will occur in a small area relative to the broad migration path and there is adequate, undeveloped space available in the route for the deer to circumvent project activities. In addition, project design features to minimize impacts to wildlife were added to the Plan of Operations, as summarized in Appendix A of this document. Design features added include limited operating periods for spring migration, noise dampening, speed limits, night lighting requirements, revegetation and wildlife protective fencing.

Since conditions on the site, after project implementation, will be restored and will allow wildlife movement across portions of the site and within adjoining large blocks of habitat, only temporary impacts to wildlife movement will occur during project implementation. Due to the lack of any identified long-term impacts to wildlife movement, migratory corridors or linkages or native wildlife nurseries, wildlife will not be significantly affected by the project.

## **2. Flood plains, wetlands, or municipal watersheds**

### Floodplains

The USFWS National Wetlands Inventory and the USGS National Hydrography Dataset were reviewed to determine if any streams or riverine resources have been documented within or immediately surrounding the project site. Based on this review and the field investigation, one (1) riverine resource was identified within the boundaries of the Project Area. This feature is an ephemeral feature that follows on-site topography within the eastern portion of the Project Area and flows only in direct response to precipitation northwest to southeast into Hot Creek, which is located south of the Project Impact Area. The 2021 Plan of Operations contains no drill pads or new access roads within 500 feet of this ephemeral stream and therefore there is no potential to affect surface water or floodplains from exploration activities.

### Wetlands

The project area does not contain any wetlands. Therefore, there will be no impacts to wetlands.

### Municipal Watersheds

The entire project area is within a municipal watershed, the Owens River. As described in this document and the hydrology and hydrogeologic evaluation, there is a very low potential for any effect to surface or groundwater quality or quantity from this exploration project, and therefore there would be no effect to municipal water supply.



---

As stated above, there is no surface water within the project area, and only an ephemeral stream within 500 feet of ground disturbing activities. There is therefore no potential for direct effects to surface water quality or quantity.

Groundwater will not be extracted by the project. Previous exploration drilling in the area did not encounter any artesian groundwater conditions. It is not expected that this exploration effort will encounter these conditions either, and therefore there should not be any inadvertent groundwater loss. A groundwater analysis has been completed that analyzes potential for intermixing of shallow cool and deep warm aquifers in the area (Barlett, 2021). In summary, there does not appear to be a significant upper, cool water aquifer in the claim block. Therefore, it is not likely that drilling will cause intermixing of the two aquifers in this area. Further, to further minimize any risk of groundwater intermixing, drill holes will be cased during drilling, open for a short time and abandoned (closed) immediately after completion by backfilling with a bentonite slurry and cement grout from the bottom of the hole to the surface. Therefore, there should be no effects to groundwater.

Project design features for the protection of water resources have been included in Appendix A and approval of the Plan of Operations will be conditioned upon acceptance of these design features. All drill holes will be cased, blowout prevention equipment will be in use, bore holes will be abandoned immediately upon completion, and spill kits will be on site. These preventative measures are an extra precaution to ensure that in the unlikely case that artesian groundwater flow is encountered, there will be minimal potential impacts to groundwater, soil, or surface water resources

### **3. Congressionally designated areas such as wilderness, wilderness study areas, or national recreation areas.**

This project is not located in or adjacent to wilderness, wilderness study areas, or national recreation areas, and thus there is no impact.

The project is not located within a congressionally designated or an eligible Wild & Scenic River corridor. The nearest drilling will be 0.5 miles from an eligible Wild and Scenic River corridor for Hot Creek. The hydrogeology study (concluded that “limited drilling campaign that KORE has planned will not result in any impacts to regional spring flow or groundwater or surface water quality.” (Bartlett 2021, p. 9)

### **4. Inventoried Roadless Areas or potential wilderness areas**

This project is not located in an Inventoried Roadless Area and thus there is no impact.

### **5. Research Natural Areas**

This project is not located in a Research Natural Area and thus there is no impact

### **6. American Indians and Alaska Native religious or cultural sites**



---

As provided in the protocols established with each Tribe, the Forest Service has consulted with interested Tribes. Government to Government Consultation was initiated with physical consultation letters sent on March 24, 2021, and e-mails on March 25, 2021, to the following tribes: Big Pine Paiute Tribe of Owens Valley, Bishop Paiute Tribe, Mono Lake Kutzadikaa and Utu Utu Gwaitu Paiute Tribe of the Benton Paiute Reservation

On April 14, 2021, the Bridgeport Indian Colony, Utu Utu Gwaitu Paiute Tribe and Mono Lake Kutzadikaa Tribe requested consultation on the Long Valley Exploration Drilling project. The Mono Lake Kutzadikaa and the Bridgeport Indian Colony attended a tribal consultation teleconference on April 26, 2021. The Bishop Paiute Tribe requested a tribal field trip which was conducted on June 10, 2021. The project was again discussed at an inter-tribal meeting on August 19<sup>th</sup>.

Through this consultation, tribal representatives expressed concerns over effects to deer, hunting, water resources, and other resources. Their concerns were addressed in the analysis and by adding design features and tribal monitors will invited to monitor implementation by the company during project activities.

## **7. Archaeological sites, or historic properties or areas –**

The area of potential affect was surveyed for archaeological resources. No archeological sites or sites eligible for National Historic Register listing will be adversely affected by this proposal because it was designed to avoid any known sites. The area of disturbance for one drill pad will be fully staked and flagged prior to implementation with the assistance of an archaeological monitor to ensure no unanticipated impact to an archaeological site. All ground disturbance will be confined to the flagged/staked area. Consultation for the above undertaking has been satisfied pursuant to the 2013 Programmatic Agreement for compliance with Section 106 of the NHPA on the National Forests of the Pacific Southwest Region (RPA 2013, amended 2018). The project will be implemented in compliance with Section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800) based upon recommendations contained in the final cultural resource inventory report (Enviromine 2021: Forest Report R2021050402509). If unanticipated cultural resources are discovered during the course of project implementation, all activity at the project site would cease, the discovery site would be protected and the responsible Inyo National Forest Responsible official and Heritage Program Manager would be immediately notified. Therefore, no extraordinary circumstances exist for this resource condition.

### **Other Resources**

Although the following resources are not called out specifically as those that should be considered for extraordinary circumstances, we analyzed them to show compliance with the land management plan, and to address issues brought up in public comments.

- Riparian Conservation Areas – A small segment of a Riparian Conservation Area exists within the southeast section of the project boundary. No disturbance of Riparian Conservation Areas will occur, and the nearest project disturbance is approximately 500 feet from the mapped area. Erosion control devices will also be used on the perimeters of all pads to prevent erosion and sedimentation. The project shall be conditioned to prevent impact to the riparian habitat as indicated in Appendix A



- 
- Conservation Watershed – The project is not located within a Conservation Watershed, thus there will be no impact.
  - Sustainable Recreation Management Area – The project area is within a general recreation area with mixed/moderate use and has a management objective of a natural, roaded recreation area. No impacts to recreation opportunities will occur because no public lands other than the operational pads and temporary roads, will be restricted to access by the project. No designated recreational trails are in the near vicinity of the project.
  - Scenery – The project will occur in an area that has a low scenic integrity objective but may be visible from areas with a higher objective. This project is temporary and the equipment to be used does not present a large or permanent profile on the viewshed. Project equipment has a maximum height of 32 feet. Equipment location will not be static and is expected to be moved to new location every 7 to 10 days. Project design features will use the guidance provided in the Mono County General Plan – Chapter 23 Dark Skies for operational lighting. Light fixtures used for the project shall be shielded to direct light downward to the working areas and will not be low-pressure sodium or mercury vapor lamps. Headlight use by vehicles will be limited to low beam settings within the project boundary. No permanent structures will be installed. Tourism and land use in the area are not expected to be impacted.

## **PUBLIC INVOLVEMENT**

This action was originally listed as a proposal on the Inyo National Forest Schedule of Proposed Actions (SOPA) and updated periodically during the analysis. The project was first published in the SOPA on January 1, 2021. Public scoping was opened on April 8, 2021 and closed on May 13, 2021, which included a one-week extension of the original scoping period. Scoping letters were mailed to one address and electronic delivery was made to another 37 project subscribers through GovDelivery. Comments were collected online in the Comment Analysis and Response Application as well as through hardcopy, and email. In response to public requests, the Responsible Official decided to extend the scoping period by one week, and notified the public with a news release and email to the original email list.

The comments received expressed concerns on a number of subjects that included potential impacts to tourism, wildlife, cultural resources, water quality and recreation which was primarily about the fishery on Hot Creek. Comments also addressed geothermal and seismic activity, air quality, noise and light pollution. Technical studies completed in response to comments include KORE Long Valley Exploration Sage-Grouse Lek Baseline Noise Monitoring and Drilling Noise Analysis; and Hydrogeologic Evaluation. Additional project design features and/or mitigations measures were also added to the plan of operation. These include:

- Sound barriers for equipment to reduce noise that might affect sage grouse.
- Shielded and directed lighting to limit potential light pollution.
- Air quality permits, if required, to be obtained through the Great Basin Air Quality Management District
- Operator is responsible for immediate repairs of any, and all damages to roads, structures, and improvements, which result from the operations.
- Noxious weeds will be controlled.



Most of the public comments associated this exploration drilling project with the development of a long-term open pit mine and processing facility, which has not been proposed. The purpose of a mineral exploration project is to assess the potential for mineral concentration at a volume that would be economically feasible to produce and does not automatically lead to an actual mine. An application has not been submitted or proposed for a mineral extraction project and if that were to occur, that application would be processed as a separate project.

**FINDINGS REQUIRED BY OTHER LAWS AND REGULATIONS**

The management of the mineral resource is guided according to Federal law and regulation rather than the management discretion of the Forest Service. The Forest Service manages the surface of National Forest System land under 1897 Organic Act, the Multiple Use Mining Act of 1955, the Mining Law of 1872 Act Surface Use Regulations (Title 36, Code of Federal Regulations). Part 228 of the CFR requires an operator to submit a Plan of Operations (POO) for significant surface disturbance to minimize adverse environmental impacts of mining. This project is consistent with these mining laws and surface use regulations.

This decision is consistent with the Inyo National Forest Land Management Plan. The project is consistent with all applicable plan components, as recorded land management plan review spreadsheet in the project record. Beyond the desired condition listed in the background section, this project does not foreclose the opportunity to maintain or achieve any goals, desired conditions, or objectives, over the long term, and moves the plan area toward those components listed below. The Plan of Operations and design features listed in Appendix A were developed using the following components specifically, though all components were reviewed and used to develop the project design, when applicable. GEO-FW-STD 02, GEO-FW-STD 03, GEO-FW-STD 04, SPEC-SG-STD 06, SPEC-SG-STD 07, SPEC-SG-STD 09, CULT-FW-STD 01, INV-FWF-STD 02, MA-GRA-DC 07, SCEN-FW-GDL 01, INV-FW-GDL01.

**ADMINISTRATIVE REVIEW (APPEAL) OPPORTUNITIES**

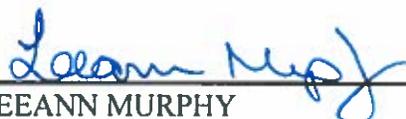
This decision is not subject to administrative review, appeal, or objection

**IMPLEMENTATION DATE**

This Project may be implemented on the ground upon: USFS approval of a reclamation bond; USFS signature approval of the Project PoO; and once the operator has obtained any other necessary state and federal requirements and permits. Project implementation is anticipated to begin in the fall of 2021.

**CONTACT**

For additional information concerning this decision, contact: Leeann Murphy, Acting District Ranger, Mammoth Ranger District, email: [leeann.murphy@usda.gov](mailto:leeann.murphy@usda.gov), or via phone at (760) 924-5556.

  
LEEANN MURPHY

9/27/21  
DATE

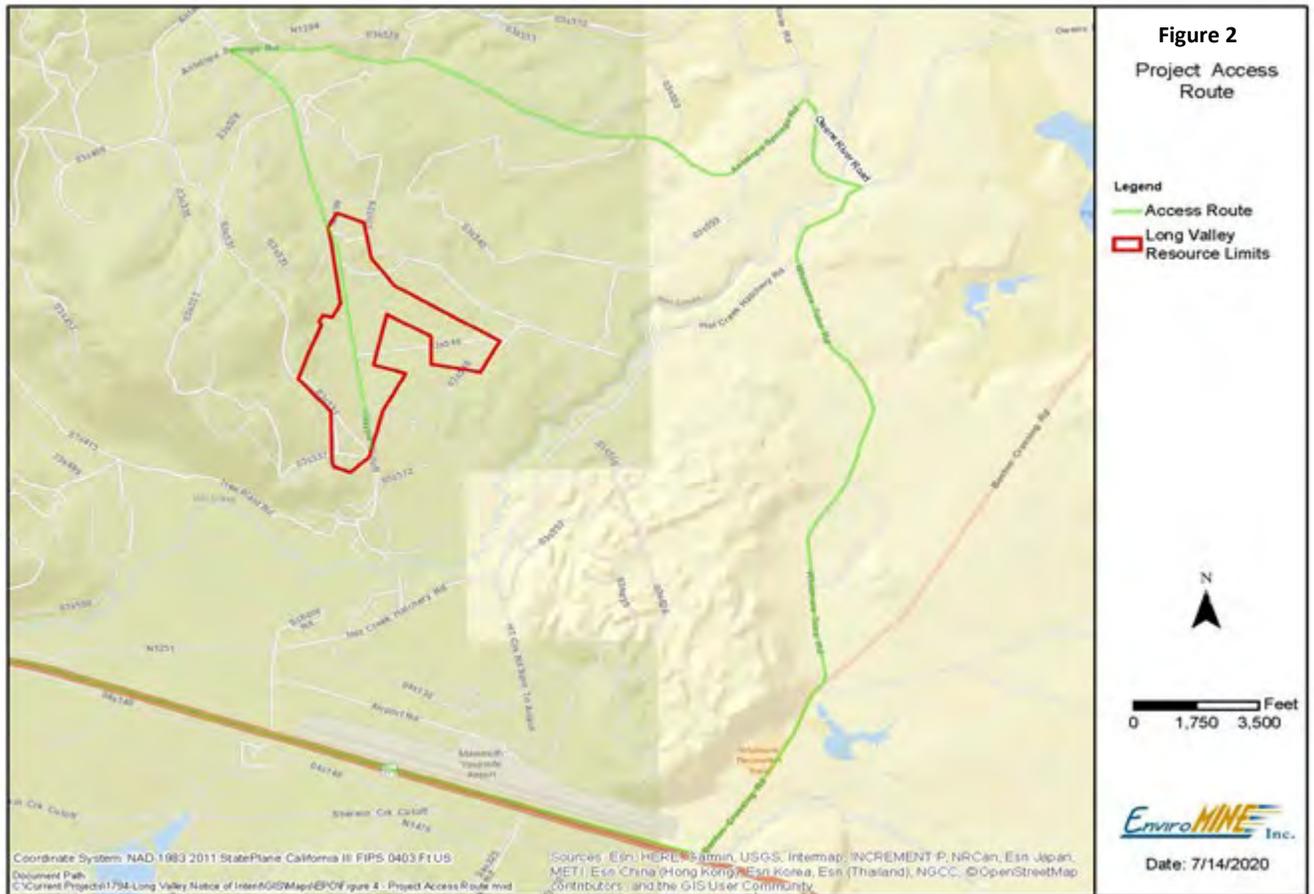
Acting Mammoth District Ranger

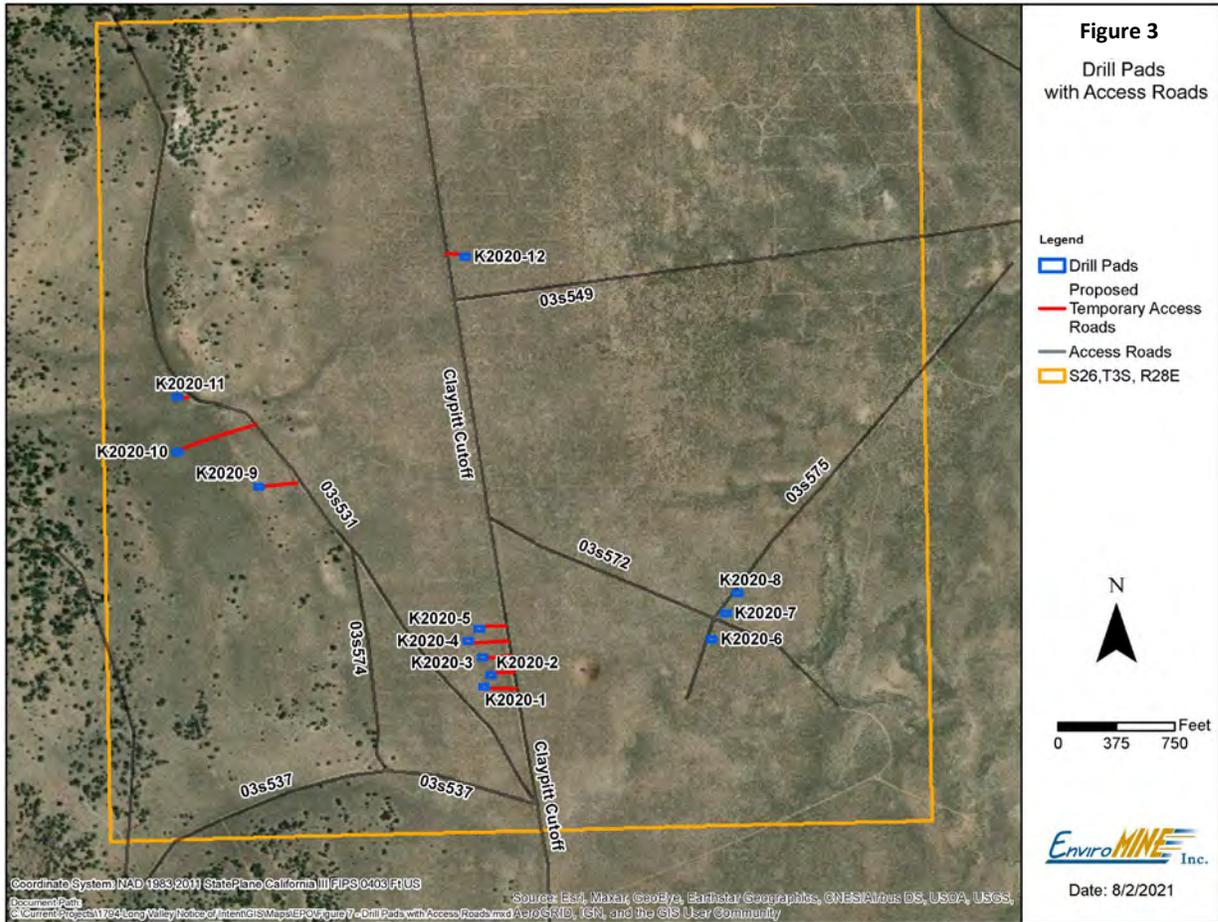


---

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.









---

## References

Bartlett, Doug. 2021. Hydrologic Evaluation, Kore Long Valley Project. Technical Memorandum. June 1, 2021.

ELMT Consulting, Inc. 2021. Long Valley Exploration Drilling Project Biological Impact Analysis. August 2021.

Enviromine. 2021. Cultural Resources Report for the Long Valley Exploration Drilling Project. August 2021.

Saxelby Acoustics, LLC. 2021. Kore Long Valley Exploration Sage-Grouse Lek Baseline Noise Monitoring and Drilling Noise Analysis. Mono County, California. June 2021.

WRA, Inc. 2021. Long Valley Sensitive Species Habitat Verification Report. Mono County, California. Revised March 2021.



---

## APPENDIX A: PROJECT DESIGN FEATURES

In addition to Forest Plan standards and guidelines designed to mitigate impacts, the following measures have been prescribed. These design features have been incorporated by the Forest Service to reduce or prevent undesirable effects resulting from proposed project activities. These are summarized here, by resource, and also included in the Plan of Operations. Approval of the Plan of Operations will be subject to the acceptance of these project design features.

### **Engineering:**

Consult with Engineering Staff as needed. All temporary access roads used by the project should be maintained and treated for storm damage risk reduction or prepared for long term closure when the project is complete. Operator is responsible for immediate repairs of any, and all damages to roads, structures, and improvements, which result from their operations, at their expense.

### **Cultural Resources:**

Project activities shall not negatively impact historic structures or artifacts located within the project boundary. Do not disturb or remove any historic artifacts, i.e., items over 45 years of age from the project location, this includes cans, glass bottles, milled lumber etc. Do not disturb any ground outside of the proposed project boundary; ground disturbing activities will occur only within the identified access roads and the drill pads outlined in the attached project map unless otherwise approved by the Forest Service Cultural Specialist.

### **Wildlife:**

Greater sage grouse: Greater sage grouse timing restriction - No disturbance activity in the project area from March 1st through June 30th unless prior written approval from the Forest Wildlife Biologist is obtained.

Greater sage grouse: Bird anti-perching devices shall be installed on the top wire of all fencing and fence posts installed by the project.

Greater sage grouse: Greater sage grouse timing restriction - No disturbance activity in the project area from March 1st through June 30th unless prior written approval from the Forest Wildlife Biologist is obtained.

Greater sage grouse: Bird perching deterrent devices shall be installed on the top wire of all fencing and fence posts installed by the project.

All Wildlife: Minimize the creation of new rights-of-way where feasible and less impactful by using existing public or private utility rights-of-way to reduce impacts on other resources.

All wildlife: After soil disturbance or seeding, subsequent soil-disturbing management activities shall not occur until desired habitat conditions have been met within sage habitat unless a resource team determines that disturbance will help achieve desired conditions.

All wildlife: Acoustic screening devices shall be placed between the equipment noise sources and the surrounding vegetation during the project.

All wildlife: Project vehicles will observe a 15 mile per hour speed limit on all roads south of Antelope Springs Road to reduce potential collisions with wildlife.



---

All wildlife: During all project site activities, construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturer standards.

All wildlife: The contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the project site.

All wildlife: Equipment shall be shut off and not left to idle when not in use unless required to do so for safety reasons.

All wildlife: The contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise/vibration sources and sensitive receptors nearest the project site during all project construction.

All wildlife: The project proponent shall mandate that the construction contractor prohibit the use of music or sound amplification on the project site during construction.

All wildlife: A Worker Environmental Awareness Program (WEAP) shall be conducted prior to the start of project implementation, focusing on the avoidance and minimization of impacts to native habitats and protection of species of conservation concern.

All wildlife: All lighting used on the project site shall follow the guidance provided in the Mono County General Plan, Chapter 23 – Dark Sky Regulations to direct light downward onto the work area.

### **Water Resources**

All erosion control devices, such as silt fences, certified weed free straw fiber rolls, and biodegradable erosion cloth, should be maintained during all project activities to maintain sediment on site and minimize delivery of sediment to streams. All erosion control devices made of natural materials should be allowed to deteriorate in place.

During reclamation, excavation areas will be reshaped to provide natural drainage patterns and prohibit pooling of surface water.

Riparian areas designated by the Forest Service will not be disturbed.

### **Weeds:**

All earth disturbing equipment will need to be inspected by Forest Service Personal to make sure it has been weed washed prior to entering NFS lands.

Invasive plants noted on the project disturbance will be removed manually, placed in a plastic bag and removed from Forest Service lands. These bags shall be disposed at a licensed land fill.

Information on identification and control of invasive plant species can be found on the websites maintained by the California Invasive Plant Council (CIPC) at: <http://www.cal-ipc.org> and the North American Invasive Species Management Association (NAISMA) at: <http://www.naisma.org>

### **Soil and Hydrology:**

Project activities will not occur outside identified project area boundaries and access routes unless otherwise approved by the Forest Service.



Destruction of all drill holes shall be completed in accordance with the California Department of Water Resources’ Bulletin 74-81, Water Well Standards (December 1981) and Bulletin 74-90, California Well Standards (June 1991) as required by Mono County permit.

Drill muds created by the project shall be removed from Forest Service lands and transferred to an appropriately licensed disposal facility.

All ground disturbance associated with grading and drilling by the project activities will be restricted to within the identified project boundary. See site map.

Reclamation will begin immediately after exploration activities are completed and will be completed before onset of winter.

The first six inches of soil, if found to be relatively undisturbed and having higher organic content than subsoil horizons, on each drill pad will be removed, stockpiled, and incorporated into the reclaimed surface.

All existing ground cover (grass, shrubs etc.) that will be disturbed during grading will be stockpiled and used as ground cover during reclamation.

Reclamation will include installing drainage features (drivable drain dips on the temporary access roads at intervals approved by the Forest Service, and sub-soiling or scarification of other disturbed areas associated with project implementation.

Disturbed areas will be seeded with a Forest Service approved certified noxious weed free native seed mixture at a rate of 16.5 lbs/acre (see Table A-1 for the approved seed mixture).

All earth disturbing or sample processing equipment will be inspected for seeds, plants, plant fragments, or soil and cleaned as necessary prior to project start-up and prior to transporting equipment to project site.

Operators will be required to comply with all state and federal fuel management regulations and have spill containment and cleanup kits appropriate for the quantity of fuel on site.

Transport of fuel will use a D.O.T approved tank.

Reclamation work will be inspected during implementation by the Forest Service Minerals Administrator who will maintain appropriate activity diary entries.

All specified and approved products will be documented by the inspector through collection of receipts and tags prior to use. The following table provides the Forest Service approved seed mixture to be used for reclamation of the site at a rate as indicated in Table A-1.

**Table A-1. Long Valley Explorations Seed Mix**

Species	Pure Live Seed* (pounds per acre)
Big sagebrush ( <i>Artemisia tridentata</i> )	0.5
Antelope bitterbrush ( <i>Purshia tridentata</i> )	4
Desert peach ( <i>Prunus andersonii</i> )	2
Indian ricegrass ( <i>Achnatherum hymenoides</i> )	2
Western needlegrass ( <i>Achnatherum occidentale</i> )	2
Squirreltail ( <i>Elymus elytoides</i> )	3



---

<b>Species</b>	<b>Pure Live Seed* (pounds per acre)</b>
Spurred lupine ( <i>Lupinus argenteus</i> var. <i>heteranthus</i> )	2
Chicalote, prickly poppy ( <i>Argemone munita</i> )	1
<b>Total:</b>	<b>16.5</b>

\*Pure Live Seed. Seed must be noxious weed free for all western states. Weed content not to exceed 0.03%



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 5, 2021

**Departments: Agricultural Commissioner**

**TIME REQUIRED**    30 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Nathan D. Reade, Agricultural  
Commissioner

**SUBJECT**            Workshop on Open Range in Mono  
County

**AGENDA DESCRIPTION:**

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

This workshop will discuss the open range designation in Mono County, including the history of open range within Mono County and how it relates to the California Food and Agriculture Code.

**RECOMMENDED ACTION:**

Provide guidance to staff regarding any recommended action associated with the earlier Mono County ordinances.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Nathan D. Reade

**PHONE/EMAIL:** / nreade@inyocounty.us

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Presentation</a>
<a href="#">Ordinance 79-480</a>
<a href="#">Ordinance 79-480-A</a>
<a href="#">Ordinance 87-480B</a>

**History**

Time

Who

Approval

10/1/2021 10:30 AM	County Counsel	Yes
9/30/2021 12:06 PM	Finance	Yes
10/1/2021 4:21 PM	County Administrative Office	Yes



# COUNTIES OF INYO AND MONO



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

**Date:** October 5, 2021  
**To:** Honorable Board of Supervisors  
**From:** Nathan D. Reade, Agricultural Commissioner  
**Subject:** Workshop on Open Range in Mono County

Description:

As requested by Supervisor Peters, this workshop will discuss the open range designation in Mono County, including the history of open range within Mono County and how this relates to the California Food and Agriculture Code. Specifically, an overview of Mono County ordinances 79-470, 79-470A, and 87-480B will be presented, along with some discussion of California Food and Agriculture Code sections 17121, 17122, and 17124.

Recommended Action:

Provide guidance to staff regarding any recommended action associated with the earlier Mono County ordinances.

# Open Range Workshop

Mono County Board of Supervisors

October 5, 2021

# History of Open Range in Mono County

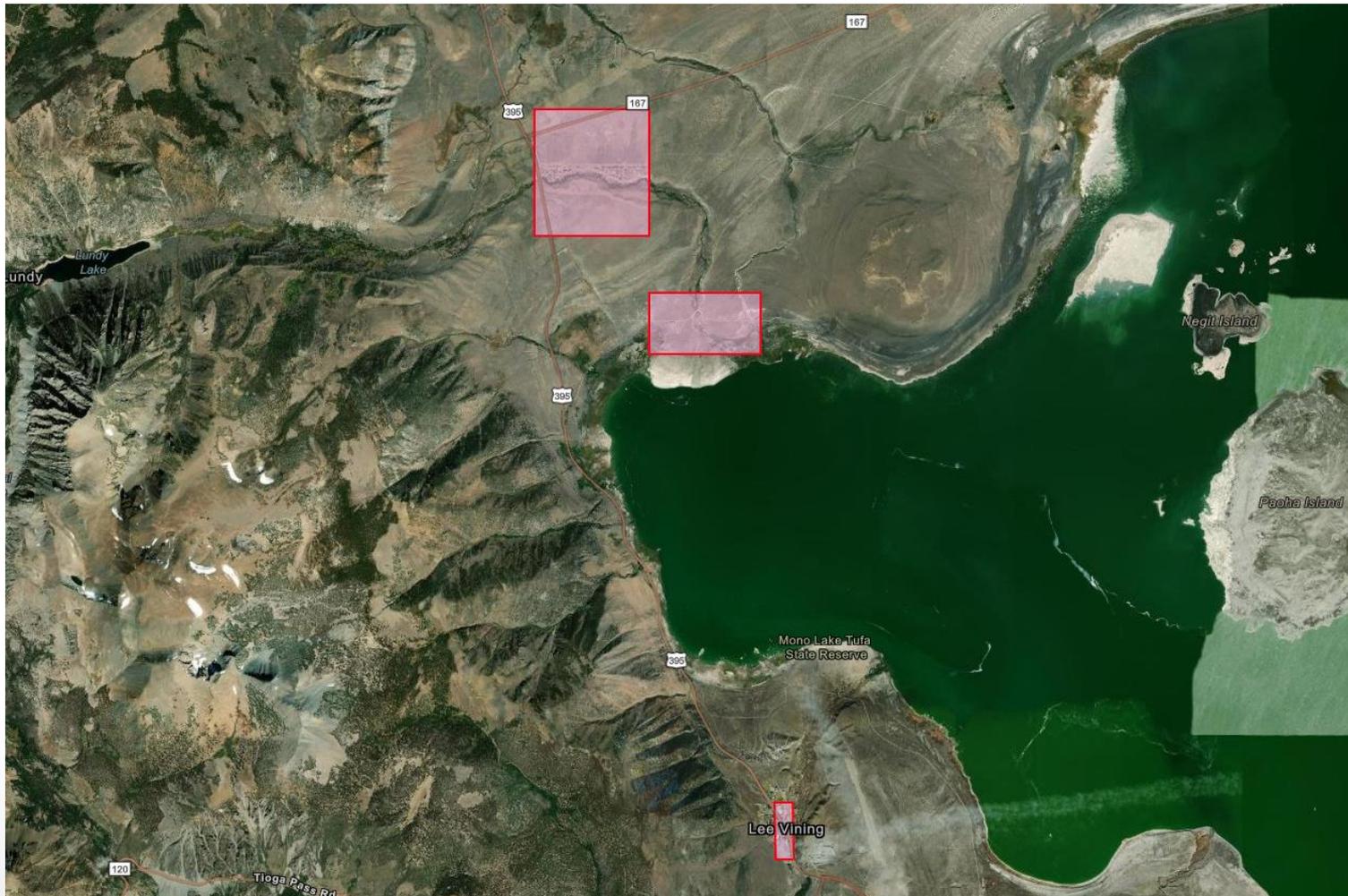
## 1967

- California Food and Agriculture Code (FAC) 17124 is enacted, allowing counties to declare areas as “chiefly devoted to grazing”.

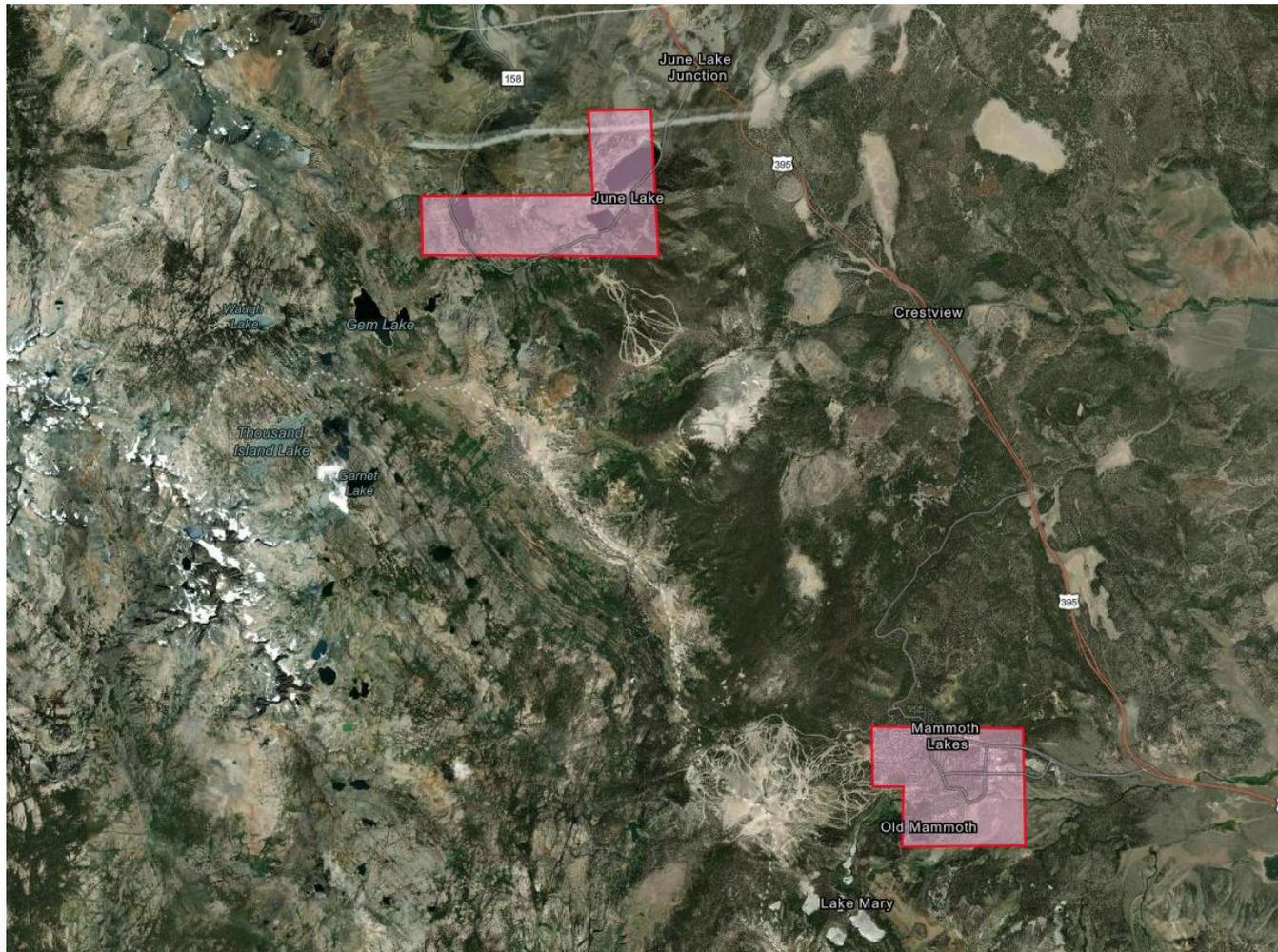
## 1979

- Ordinance 79-480 is passed unanimously by the Mono Board of Supervisors.
  - Declares Mono County is chiefly devoted to grazing under the authority of FAC section 17124.
  - Certain exceptions are called out in the ordinance.
- Ordinance 79-480-A is passed unanimously by the Mono Board of Supervisors
  - Amends Section 3 of 79-480 to include additional exceptions.

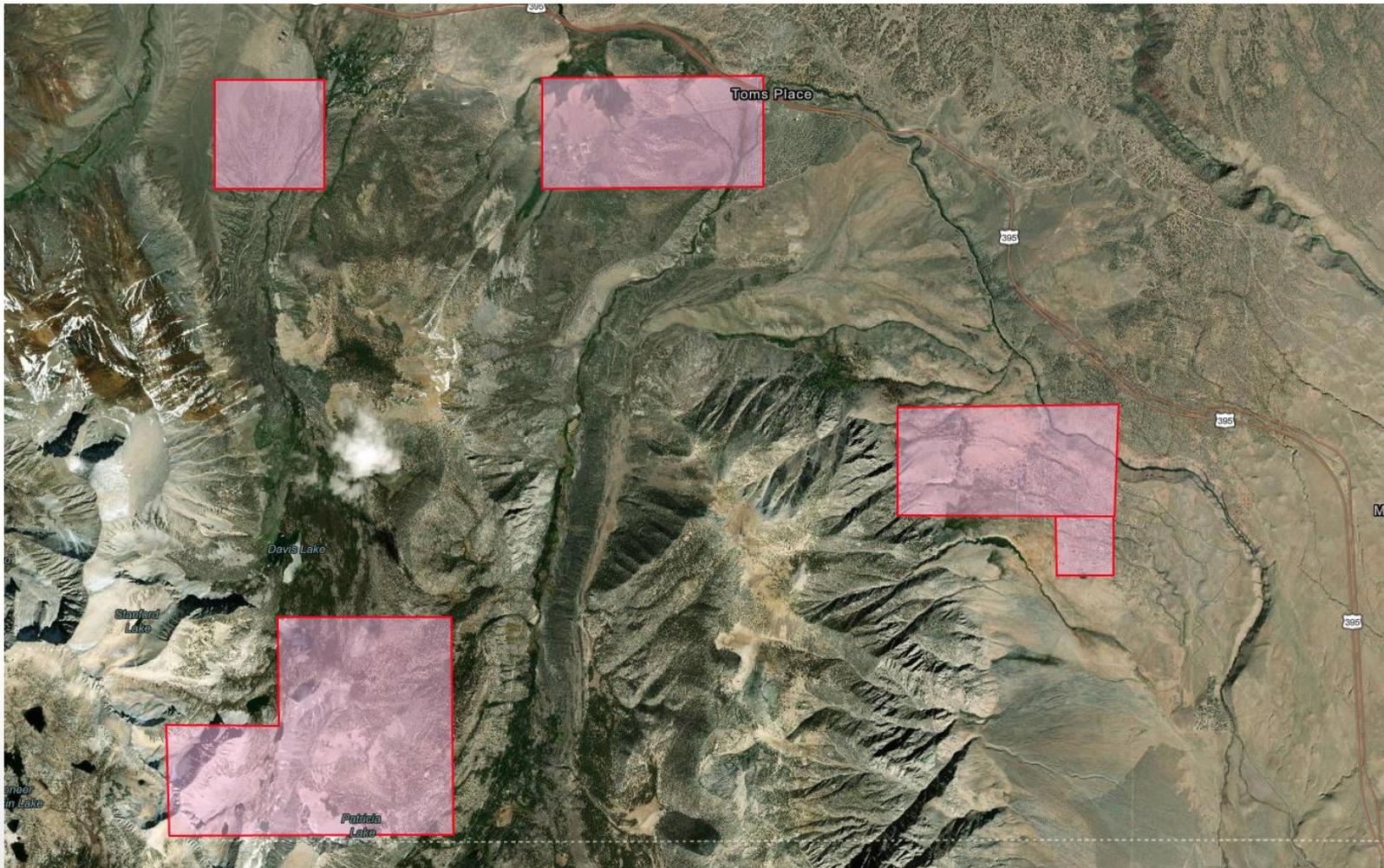
# History of Open Range in Mono County



# History of Open Range in Mono County



# History of Open Range in Mono County

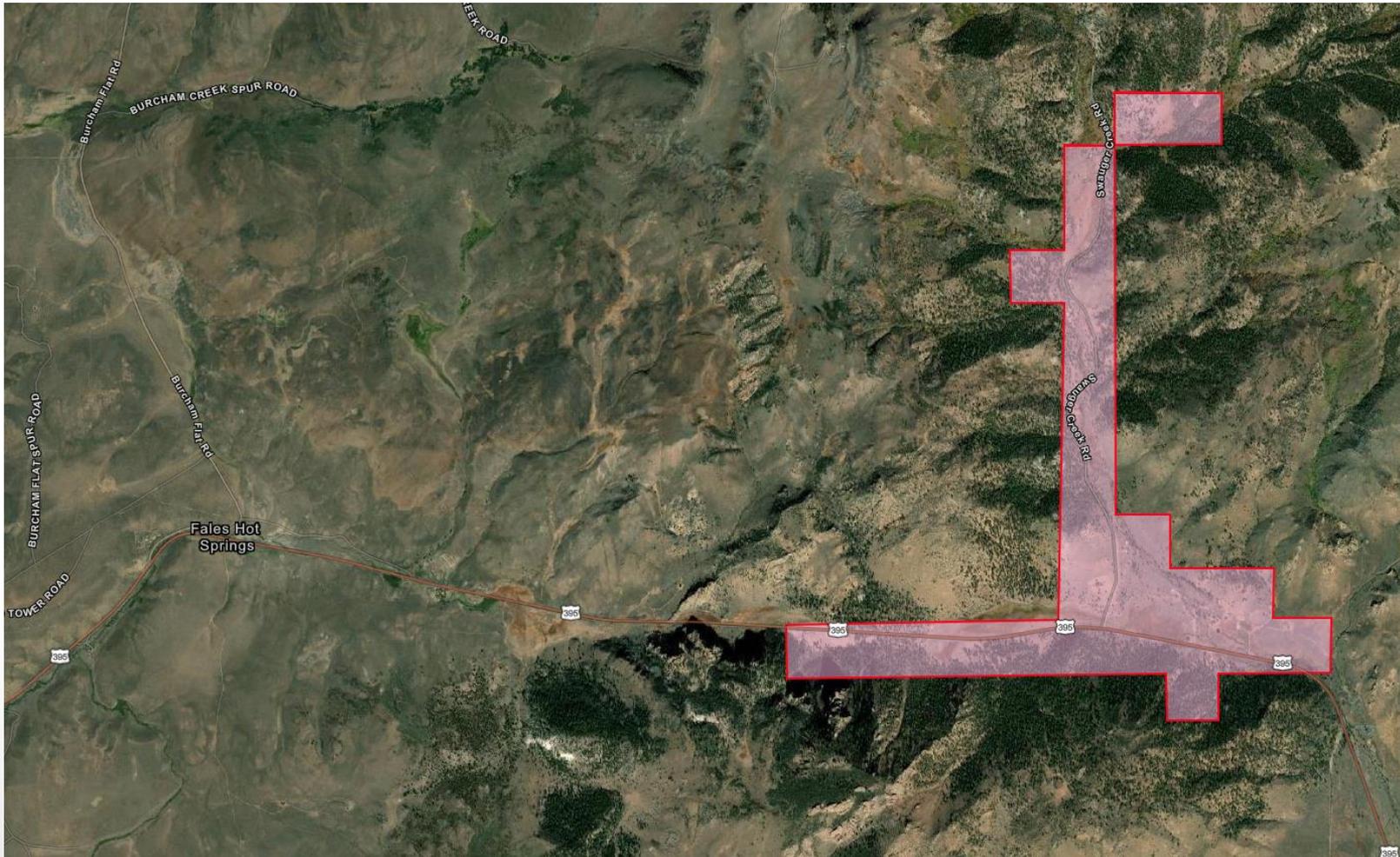


# History of Open Range in Mono County

1987

- Ordinance 87-480B is passed 3-2 by the Mono Board of Supervisors.
  - Amends 79-480 and 79-480-A to include additional parcels in the Swauger Creek and Devil's Gate areas.

# History of Open Range in Mono County



# What is the meaning of the open range designation?

- Counties can use the authority contained in FAC 17124 to declare that a county, or a section of a county, is chiefly devoted to grazing.
- FAC 17122 states that:
  - “In any county or part of a county devoted chiefly to grazing and so declared pursuant to this article, a person shall not have the right to take up any stray animal found upon his premises, or upon premises to which he has the right of possession, nor shall he have a lien thereon, unless the premises are entirely enclosed with a good and substantial fence.*
- You cannot take an animal that is on your property or make a livestock operator pay for damages to your property if you are in an open range area and have not fenced your property consistent with FAC 17121.

# What is the meaning of the open range designation?

- Herzberg v. County of Plumas
  - 2005 ruling that affirmed a person in possession of unfenced land may neither seize estrays nor sue for trespass or injunctive relief if declared open range.

ORDINANCE NO. 79-480

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF MONO, STATE OF CALIFORNIA, DE-  
CLARING PART OF THE COUNTY OF MONO AS BEING  
DEVOTED CHIEFLY TO GRAZING

The Board of Supervisors of the County of Mono, State of Cali-  
fornia, DOES ORDAIN as follows:

SECTION 1. AUTHORITY

The authority for this ordinance is contained in Section 17124  
of the Agriculture Code, Laws of the State of California.

SECTION 2.

The Board of Supervisors of the County of Mono declares that  
Mono County is devoted chiefly to grazing with the exception of  
the lands herein described which are declared not to be devoted  
chiefly to grazing.

SECTION 3.

The following-described areas of the County of Mono are hereby  
declared not to be devoted chiefly to grazing:

The south one-half of Section 7 and the north one-half of  
Section 18, Township 2 North, Range 26 East, Mount Diablo  
Base and Meridian;

The north one-half of Section 20, Township 2 North, Range  
26 East, Mount Diablo Base and Meridian;

Sections 13 and 14, Township 5 South, Range 30 East,  
Mount Diablo Base and Meridian;

Sections 27, 35 and 36, Township 5 South, Range 29 East,  
Mount Diablo Base and Meridian;

Sections 31 and 32, Township 4 South, Range 30 East, Mount  
Diablo Base and Meridian;

Section 34, Township 4 South, Range 29 East, Mount Diablo  
Base and Meridian;

The east one-half of the west one-half of the southwest  
one-quarter of Section 9, Township 1 North, Range 26 East,

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

Mount Diablo Base and Meridian;

The south one-half of Section 2, and Sections 11, 14, 15, 16 and 17, Township 2 South, Range 26 East, Mount Diablo Base and Meridian;

The east one-half of Section 33; Sections 34 and 35, Township 3 South, Range 27 East and Sections 2 and 3, Township 4 South, Range 27 East, Mount Diablo Base and Meridian.

SECTION 4. PUBLICATION. This ordinance shall become effective and in full force and effect at 12:01 A.M. on the thirtieth day after its passage, shall be published once with the names of the members of the Board of Supervisors voting for and against same, said publication to be made in a newspaper of general circulation, published in the County of Mono.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mono, State of California, this 11th day of September, 1979, by the following vote:

AYES: Supervisors Green, Hanson, Sharp, Stanford, Ziglar

NOES: None

ABSENT: None

Iron T. Green  
Chairperson, Board of Supervisors

ATTEST: Marjorie E. Peigne  
Secretary to Board

Gayle J. Todd  
Gayle J. Todd  
Clerk to the Board

ORDINANCE NO. 79-480-A

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF MONO, STATE OF CALIFORNIA,  
AMENDING ORDINANCE NO. 79-480 RELATING TO  
GRAZING

SECTION 1. Ordinance No. 79-480, Section 3, is hereby amended  
to read:

SECTION 3.

The following-described areas of the County of Mono are hereby  
declared not to be devoted chiefly to grazing:

The south one-half of Section 7 and the north one-half of  
Section 18, Township 2 North, Range 26 East, Mount Diablo  
Base and Meridian;

The north one-half of Section 20, Township 2 North, Range 26,  
East, Mount Diablo Base and Meridian;

The east one-half of the east one-half of Section 14 and the  
northeast one-quarter of Section 24, Township 5 South, Range  
30 East, Mount Diablo Base and Meridian;

Sections 27, 35 and 36, Township 5 South, Range 29 East,  
Mount Diablo Base and Meridian;

Sections 31 and 32, Township 4 South, Range 30 East, Mount  
Diablo Base and Meridian;

Section 34, Township 4 South, Range 29 East, Mount Diablo Base  
and Meridian;

The east one-half of the west one-half of the southwest one-  
quarter of Section 9, Township 1 North, Range 26 East, Mount  
Diablo Base and Meridian;

The south one-half of Section 2, and Sections 11, 14, 15, 16  
and 17, Township 2 South, Range 26 East, Mount Diablo Base  
and Meridian;

The east one-half of Section 33; Sections 34 and 35, Township  
3 South, Range 27 East and Sections 2 and 3, Township 4 South,  
Range 27 East, Mount Diablo Base and Meridian.

Ordinance No. 79-480-A

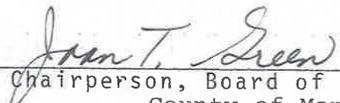
1 SECTION 2. PUBLICATION. This ordinance shall become effective  
2 and in full force and effect at 12:01 A.M. on the thirtieth day  
3 after its passage, shall be published once with the names of  
4 the members of the Board of Supervisors voting for and against  
5 same, said publication to be made in a newspaper of general cir-  
6 culation published in the County of Mono.

7 PASSED AND ADOPTED by the Board of Supervisors of the County  
8 of Mono, State of California, this 6th day of November,  
9 1979, by the following vote:

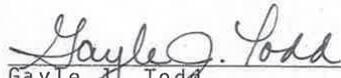
10 AYES: Supervisors Green, Hanson, Sharp

11 NOES: None

12 ABSENT: Supervisors Stanford, Ziglar

13  
14   
15 Chairperson, Board of Supervisors  
County of Mono

16 ATTEST: Marjorie E. Peigne  
17 Executive Secretary

18   
19 Gayle J. Todd  
20 Clerk to the Board



1 and said publication will be made in a newspaper of general  
2 circulation published in the County of Mono.

3 PASSED AND ADOPTED by the Board of Supervisors, County of  
4 Mono, this 18th day of August, 1987 by the following  
5 vote:

6 AYES: SUPERVISORS ALPERS, THOMPSON, LAWRENCE.

7 NOES: SUPERVISORS MILTENBURG, STANFORD.

8 ABSTAIN: NONE.

9 ABSENT: NONE.

10



Tim Alpers, Chairman  
Mono County Board of Supervisors

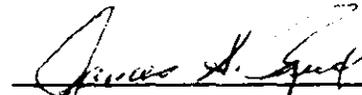
11 ATTEST:

12

Nancy Wells Deputy  
13 Nancy Wells  
14 Clerk to the Board

APPROVED AS TO FORM:

15



James S. Reed  
County Counsel

16

17

Date: 7-21-87

18

19

20

21

22

23

24

25

26

27

28



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 5, 2021

**Departments: CAP / Public Health**

**TIME REQUIRED**    30 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Robert C. Lawton, CAO, Bryan  
Wheeler, Public Health Director

**SUBJECT**            COVID-19 (Coronavirus) Update

**AGENDA DESCRIPTION:**

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

Update on Countywide response and planning related to the COVID-19 pandemic.

**RECOMMENDED ACTION:**

None, informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Robert C. Lawton

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

Time	Who	Approval
9/27/2021 5:53 PM	County Counsel	Yes
9/22/2021 12:10 PM	Finance	Yes
10/1/2021 4:13 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 5, 2021

**Departments: County Counsel**

**TIME REQUIRED**    20 minutes

**PERSONS APPEARING BEFORE THE BOARD**                      Emily Fox, Deputy County Counsel

**SUBJECT**                      Response to 2020-21 Grand Jury Continuity Reports

**AGENDA DESCRIPTION:**

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

Letter to the 2020-2021 Grand Jury responding to several continuity reports on past years' Grand Jury reports. While a response to these continuity reports is not required under the Penal Code, the Board can provide responses and updates to the continuity report findings and updates.

**RECOMMENDED ACTION:**

Approve letter response to continuity reports and provide direction to staff regarding any desired changes.

**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:**

Click to download
<a href="#">Staff Report re Responses to Grand Jury Continuity Report</a>
<a href="#">Letter response to 2020-2021 Grand Jury Compliance and Continuity Report</a>

**History**

Time	Who	Approval
9/29/2021 1:28 PM	County Counsel	Yes
9/30/2021 11:50 AM	Finance	Yes

10/1/2021 4:14 PM

County Administrative Office

Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsels**  
Christian E. Milovich  
Anne L. Frievault

**Deputy County Counsel**  
Emily R. Fox

**OFFICE OF THE  
COUNTY COUNSEL**  
*Mono County*

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

**Telephone**  
760-924-1700  
**Facsimile**  
760-924-1701

---

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Emily Fox

Date: October 5, 2021

Re: Board letter in response to 2020-2021 Grand Jury Continuity Committee Reports

**Recommended Action**

Approve the letter for the Chair's signature and transmission to the Grand Jury or provide further direction to staff regarding the responses.

**Strategic Plan Focus Areas Met**

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

**Discussion**

The 2020-2021 Mono County Grand Jury issued its final reports regarding workforce housing and fiber internet connection, to which the Board responded for the County on September 14, 2021. As part of the consolidated final report, issued July 30, the Grand Jury included a Compliance and Continuity Final Report. Unlike the final reports regarding workforce housing and fiber internet, the Compliance and Continuity Final Report is outside of the structure of investigation and required response under Penal Code section 933.

The Grand Jury uses the compliance and continuity reports to review responses and progress on commitments made in responses to prior grand juries' reports. The 2020-2021 Grand Jury reviewed the previous responses to the 2018-2019 Mono County Jail Final Report, the 2018-2019 Solid Waste Final Report, the 2018-2019 Mono County Office of Education Report, and the 2019-2020 Emergency Preparedness Report. The continuity and compliance reports analyze prior years' responses.

In the interest of transparency and to assist the Grand Jury, though not required under Penal Code section 933, the Board may provide updates on prior years' responses analyzed in the continuity and compliance reports. Staff has provided draft responses that update the Grand Jury

regarding ongoing efforts to make progress on existing recommendations. These responses are less formal because they are not required to follow the format of Penal Code section 933.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1712.



Jennifer Kreitz ~ District One    Fred Stump ~ District Two    Bob Gardner ~ District Three  
John Peters ~ District Four    Stacy Corless ~ District Five

---

## BOARD OF SUPERVISORS COUNTY OF MONO

---

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

October 5, 2021

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

Re: Response to request for input on the Mono County Grand Jury 2020-2021 Final Report

Dear Judge Magit:

The Grand Jury has asked for Board of Supervisors' input on several items contained in its 2018-2019 and 2020-2021 reports, including the County's solid waste program, operations at the Bridgeport jail, and emergency preparedness. While outside of the normal response process set forth in Penal Code section 933, the Board is happy to provide the below information in the hopes that it provides the information the Grand Jury requires.

### **CONTINUITY COMMITTEE – SOLID WASTE REPORT**

The 2018-2019 Grand Jury issued a final report regarding solid waste in Mono County, to which the County responded. The 2019-2020 Grand Jury reviewed the status of the County and Town of Mammoth Lakes' efforts with respect to the recommendations and concluded that there were no items requiring further investigation. However, the 2019-2020 Continuity Committee did make one recommendation to the County regarding continual progress to ensure future solid waste needs are addressed. The 2020-2021 Continuity Committee reviewed the County's 2020 response to that recommendation, as follows:

**R2**: The 2019-2020 Grand Jury recommends that Mono County continue to move forward with planning for the Benton Crossing Landfill closure. We also recommend they continue to collaborate with other regional entities as they develop the infrastructure and expertise needed for Mono County to successfully move to a future transition without Benton Crossing Landfill.

**Summary of Reply and 2020-2021 Civil Grand Jury Analysis**: The Board of Supervisors is taking appropriate steps for replacement of infrastructure and systems to follow the closure of Benton Crossing Landfill.

### **2021 Board Response to Continuity Committee R2 and Analysis**:

*The Board continues to take appropriate steps to finalize the closure of Benton Crossing Landfill and to transition to other solid waste solutions. The County is performing proactive earthwork at Benton Crossing Landfill in anticipation of final closure of the site. The County continues to engage with the Town of Mammoth Lakes on longer-term regional waste solutions and infrastructure. The Board approved the distribution of a comprehensive RFP in February 2021, to provide the infrastructure and services necessary to serve the residents of unincorporated Mono County. County staff is currently engaged in negotiations with proposing entities, with a final Board recommendation expected before the end of 2021.*

## **CONTINUITY COMMITTEE — EMERGENCY PREPAREDNESS FINAL REPORT**

The 2019-2020 Grand Jury began to conduct an investigation of the Mono County and Town of Mammoth Lakes emergency preparedness but discontinued the investigation in March of 2020 due to the COVID-19 pandemic. The 2020-2021 Grand Jury stated that this cycle was also not appropriate for a full investigation but wanted to follow up on initial recommendations made by the 2019-2020 Grand Jury prior to discontinuation of the investigation:

**R1:** The 2019-2020 Grand Jury recommends that Mono County and the ToML continue to support Mono County's participation in the FirstNet communication system and/or any appropriate improvements to the system as resources allow. The Grand Jury further recommends that these improvements be made within the scope of a unified plan for the entire County.

**Summary of Reply and 2020-2021 Civil Grand Jury Analysis:** Mono County Information Technology Department is driving the effort to improve the communications system in Mono County with all stakeholders involved. Substantive improvements will take several years to complete and likely not to be fully operational until 2025.

### **2021 Board Response to Continuity Committee R1 and Analysis:**

*The Mono County IT Department continues to spearhead efforts to improve the communications systems in Mono County with public and private stakeholders. Regular meetings continue to be held and significant incremental technical improvements were completed by the end of 2020. Substantive improvements to the system are still anticipated not to be fully operational until 2025. Mono County continues to work with the Town of Mammoth Lakes through the Radio Governance Group to address short-term issues with radio while investing in long-term solutions for the upgrade and replacement of the system.*

**R2:** The 2019-2020 Grand Jury recommends that Mono County and the ToML continue to support wildfire mitigation efforts in the areas surrounding Mammoth Lakes and in the County as a whole.

**Summary of Reply and 2020-2021 Civil Grand Jury Analysis:** [No response.]

### **2021 Board Response to Continuity Committee R2 and Analysis:**

*The Board recognizes the critical role that wildfire mitigation efforts play in the protection and well-being of County residents, and the unprecedented threat that wildland fire poses to our communities. To that end, the Board is actively supporting and participating in wildfire mitigation and prevention efforts. For example, the County is a partner in the Eastern Sierra Climate & Communities Resilience Project, a landscape-level effort to reduce fuel loads and restore forest health on 50,000 acres of Inyo National Forest land surrounding the Town of Mammoth Lakes, and in the Eastern Sierra Wildfire Alliance (more information can be found at <https://www.eswildfirealliance.org/>). The County has also applied for a grant from the California Fire Safe Council for a wildfire coordinator position to build wildfire prevention capacity throughout the County. The Board will continue to seek opportunities to collaborate with the forest service and other federal land management agencies, state governmental entities, the Town of Mammoth Lakes, private companies, and non-profit partners to fund and undertake wildfire mitigation efforts on an ongoing basis.*

## **CONTINUITY COMMITTEE – MONO COUNTY JAIL FINAL REPORT**

The 2018-2019 Grand Jury issued a final report regarding the operation of the Mono County Jail. The 2019-2020 Grand Jury was unable to conduct a visit to the Mono County Jail as a result of COVID-19, but reported on the steps taken to keep prisoners and staff safe. The 2019-2020 issued the following, to which the County responded. The 2020-2021 Grand Jury inquired about the status of the construction of a new jail, as well.

**R1:** The 2019-2020 Grand Jury finds that Mono County continues to maintain a well-run jail facility and has responded to the Coronavirus pandemic in an appropriate manner.

**Summary of Reply and 2020-2021 Civil Grand Jury Analysis:** Sheriff agrees to the finding and appreciates the positive remark.

**2021 Sheriff & Board Response to Continuity Committee R2 and Analysis:**

*The Sheriff appreciates the input from the Grand Jury. The Sheriff's Office continues to implement public health measures recommended by both the Mono County Department of Public Health and the California Department of Public Health for the protection of staff and inmates. The Sheriff's Office will continue to undertake protective measures so long as the COVID-19 pandemic persists and poses a risk to staff and inmates.*

*The Board wishes to provide an update regarding the construction of the new Mono County Jail. The County entered into a contract with Lionakis in February 2021 to serve as the Architect/Engineer on the project. The next milestone is to formally 'establish' the project with the state. In coordination with County Departments, Lionakis has developed schematic designs and preliminary cost estimates that will become part of the project establishment package. The cost estimates were higher than anticipated so staff is looking at various cost-saving alternatives prior to requesting the Board's Financial Resolution that is also a required part of the establishment package. In June 2021, a request for proposals for construction management services on the jail project was distributed, and the County expects to issue a contract for those services in the coming months, following resolution of the financial details.*

Finally, the 2020-2021 Continuity Committee also issued an analysis regarding the 2018-2019 Mono County Office of Education Report. As the Mono County Office of Education is its own entity, the Board will not respond on their behalf.

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

Sincerely,

Jennifer Kreitz, Chair  
Mono County Board of Supervisors



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 5, 2021

**Departments: Public Works**

**TIME REQUIRED**    5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Tony Dublino, Director of Public Works

**SUBJECT**            Budget Amendment Request to  
Provide for Additional Motor Pool  
Vehicle Purchases

**AGENDA DESCRIPTION:**

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

Budget Amendment Request to provide for additional motor pool vehicle purchases.

**RECOMMENDED ACTION:**

Approve Budget Amendment, increasing appropriation in Motor Pool *Capital Equipment: Vehicles* (650-10-723-53010) by \$248,000 (\$78,000 for Probation Vehicles and \$170,000 for Public Health Vehicles) to accommodate additional vehicle purchases (requires 4/5ths vote).

**FISCAL IMPACT:**

No General Fund Impact, and no net impact to the Motor Pool Internal Service Fund. All proposed purchases have dedicated funding to fully offset the acquisition cost of the requested vehicles.

**CONTACT NAME:** Tony Dublino

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES    NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>

**History**

Time	Who	Approval
9/27/2021 5:54 PM	County Counsel	Yes
9/30/2021 11:50 AM	Finance	Yes

10/1/2021 4:14 PM

County Administrative Office

Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** October 5, 2021  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Tony Dublino, Director of Public Works  
**Subject:** Budget Amendment Request to provide for additional motor pool vehicle purchases

## Recommended Action:

1. Approve Budget Amendment, increasing appropriation in Motor Pool *Capital Equipment: Vehicles* (650-10-723-53010) by \$248,000 (\$78,000 for Probation Vehicles and \$170,000 for Public Health Vehicles) to accommodate additional vehicle purchases.

## Fiscal Impact:

No General Fund Impact, and no impact to the Motor Pool Internal Service Fund. All proposed purchases have dedicated funding to offset the cost of the requested vehicles.

## Budget Adjustment

Since the submittal of the 21/22 Motor Pool Budget, the Public Health Department and the Probation Department have both secured funding for additional vehicles and have requested adjustments to the Motor Pool appropriations so the purchases can be consummated.

The Public Health Department wishes to purchase a large SUV (Chevrolet Suburban), two small SUVs (Forester) and one midsize SUV. All vehicles will replace existing Motor Pool vehicles so the total of assigned Public Health Department vehicles will remain the same.

The Probation Department has requested a crew cab long bed truck to use for work parties with probationers, and an additional pool vehicle for a recently hired Behavioral Health Specialist. Both vehicles would increase the number of vehicles assigned to the Probation Department.

The proposed County Vehicle Policy (currently undergoing meet and confer process) will establish that vehicle assignments must be justified. Consistent with the proposed policy, the Departments have offered the following justifications for the assignment of these vehicles:

### Public Health - Suburban:

- Vehicle is directly utilized in the performance of emergency response, and assignee is required to respond to emergency situations;
- Vehicle contains work-related tools and equipment that are not portable and cannot reasonably be removed from the vehicle.

### Public Health – Small and Mid SUVs:

- Vehicle is directly utilized in the performance of emergency response, and assignee is required to respond to emergency situations;
- Vehicle is necessary on a daily basis for to perform the associated function

### Probation – Crew Cab Pickup:

- Vehicle contains work-related tools and equipment that are not portable and cannot reasonably be removed from the vehicle

Probation – Forester:

- Vehicle is directly utilized in the performance of emergency response, and assignee is required to respond to emergency situations;
- Vehicle is necessary on a daily basis for to perform the associated function

If you have any questions regarding this item, please contact me at 760-932-5459. I may also be contacted by email at [tdublino@mono.ca.gov](mailto:tdublino@mono.ca.gov).

Respectfully,



Tony Dublino  
Director of Public Works



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 5, 2021

**Departments: CAO**

**TIME REQUIRED**    5 minutes

**PERSONS APPEARING BEFORE THE BOARD**                      Robert C. Lawton, CAO

**SUBJECT**                      Updated Memorandum of Understanding with Long Valley Fire Protection District

**AGENDA DESCRIPTION:**

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

Proposed memorandum of understanding with the Long Valley Fire Protection District pertaining to snow removal, storage of Sheriff's equipment, temporary lodging for County employees and cessation of prior agreement to share use of power generator, pertaining to the fire station in Crowley.

**RECOMMENDED ACTION:**

Approve County entry into proposed contract and authorize Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

**FISCAL IMPACT:**

The agreement provides for a one-time payment by Mono County of \$1000 to the Long Valley Fire Protection District. Thereafter, the services are exchanged in-kind and no monies are owed by either party.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** x1704 / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">MOU</a>
<input type="checkbox"/> <a href="#">MOU to be superseded</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/14/2021 5:09 PM	County Counsel	Yes
9/16/2021 9:34 AM	Finance	Yes
10/1/2021 4:12 PM	County Administrative Office	Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsels**  
Christian E. Milovich  
Anne L. Frievalt

**Deputy County Counsel**  
Emily R. Fox

**OFFICE OF THE  
COUNTY COUNSEL**  
*Mono County*

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

**Telephone**  
760-924-1700  
**Facsimile**  
760-924-1701

---

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Robert Lawton and Stacey Simon

Date: September 21, 2021

Re: Updated MOU with the Long Valley Fire Protection District

**Recommended Action**

Approve County entry into proposed MOU and authorize Chair to execute said MOU on behalf of the County. Provide any desired direction to staff.

**Strategic Plan Focus Areas Met**

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

**Discussion**

In 2011, the County and the Long Valley Fire Protection District (LVFPD or the “District”) entered into a Memorandum of Understanding (MOU) regarding the County’s removal of snow from the LVFPD fire station driveway in Long Valley, the temporary housing of County employees in the District’s fire station when inclement weather made travel dangerous, the storage of Sheriff’s and EMS vehicles at the fire station, and the use of a District-owned emergency generator to power the Sheriff’s substation in Crowley (the “2011 MOU”). The 2011 MOU is currently in effect.

Circumstances have changed since 2011, and the 2011 MOU no longer accurately reflects the relationship between the County and the District. Specifically, the County no longer stores EMS vehicles on fire station property and is no longer in need of the District’s emergency generator. Accordingly, the County and LVFPD wish to update the MOU to address today’s current reality.

The proposed MOU continues the District’s and County’s agreement related to snow removal, Sheriff’s vehicle storage and the temporary housing of County employees in emergencies. It also provides for a one-time payment of \$1000 by County to District. The MOU additionally includes defense and indemnification and hold harmless provisions, making each party responsible for activities it undertakes or which benefit them.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1704 or contact CAO Lawton at 760-932-5415.

**REVISED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MONO AND THE LONG VALLEY FIRE PROTECTION DISTRICT REGARDING SNOW REMOVAL AT THE DISTRICT'S LONG VALLEY FIRE STATION; USE OF THE FIRE STATION FOR TEMPORARY LODGING; AND STORAGE OF COUNTY VEHICLES AND EQUIPMENT**

This Agreement is entered into by and between the County of Mono, a political subdivision of the State of California (hereinafter the "County") and the Long Valley Fire Protection District, a fire protection district existing under the laws of the State of California (hereinafter the "District").

**I. Recitals**

- a. The District leases land on Crowley Lake Drive in Long Valley, Mono County (hereinafter the "Property") upon which it has constructed a fire station housing its fire-fighting equipment and temporary sleeping and living quarters for its firefighters and other District personnel (hereinafter the "Fire Station").
- b. At the District's request, the Mono County Sheriff's Department has moved its command post vehicle and a tow vehicle onto the Property for storage from an adjacent storage location where it obstructed District activities. The parties wish to continue to store said vehicles on the Property.
- c. When snow accumulates on the driveway and parking area of Fire Station, it may impede the District's response to emergencies and/or block access to the County's stored equipment. The County removes snow from County roads, including Crowley Lake Drive, and is willing and able to remove snow from the Fire Station driveway and parking area.
- d. The County would like to use the sleeping and living quarters at the Fire Station for its employees when it is difficult, dangerous, or impracticable for those employees to return to their homes at the end of their workday due to inclement weather, road closures, or other circumstances beyond their control. The District is willing to make such accommodations available.
- e. The County and District have determined that the discretionary exchange of property and services described above is to their mutual benefit.
- f. The County and District wish to memorialize their understandings of these matters and enter into this revised and restated Memorandum of Understanding (MOU).

**II. Agreement**

NOW, THEREFORE, the County and District revoke all prior MOUs and any other agreement between the parties regarding the provision of any of the below described services to the extent of any inconsistency with this Agreement, and agree as follows:

A. Vehicle and Equipment Storage

- A.1 District will continue to allow the County to store County's command post vehicle and tow vehicle on the Property (hereinafter the "Vehicles") at no charge to the County. The Vehicles will continue to be stored at the northwestern corner of the rear lot unless another location on the Property is mutually agreed to by the parties.
- A.2 In consideration of the District providing vehicle storage to the County as described above, the County agrees to and shall defend, indemnify, and hold the District and its board members, officers, employees, and agents harmless from and for any and all liabilities, judgments, claims, losses, injuries (including death) and property damage arising out of or related to the storage of the Vehicles that are not caused by the intentional misconduct of District's board members, officers, employees, and agents.

B. Snow Removal by County

- B.1 In the sole exercise of its discretion and as resources are available, the County will plow snow from the District's parking area and from the driveway that leads from Crowley Lake Drive to the Fire Station at no charge to the District. County will stockpile snow plowed from this area on the surrounding District-leased property. County will plow this area only in conjunction with snow-plowing activities on County roads and will determine in its sole discretion when in the course of its plowing efforts to plow the District's driveway and parking area.
- B.2 On occasion, when the County is not available to plow, the District may, in the sole exercise of its discretion, plow snow from its driveway and parking area, and the driveway and parking area of the Sheriff substation, library and park on Crowley Lake Road.
- B.3 In consideration of the County plowing its driveway and parking area as described above, District agrees to and shall defend, indemnify, and hold the County and its board members, officers, employees, and agents harmless from and for any and all liabilities, judgments, claims, losses, injuries (including death) and property damage arising out of or related to County's provision of snow removal services under this MOU that are not caused by the intentional misconduct of County board members, officers, employees, and agents.
- B.4 In consideration of the District plowing the driveways and parking areas of the County's library, park and substation, County agrees to and shall defend, indemnify, and hold the District and its board members, officers, employees, and agents harmless from and for any and all liabilities, judgments, claims, losses, injuries (including death) and property damage arising out of or related to District's provision of snow removal services under this MOU that are not caused by the intentional misconduct of District board members, officers, employees, and agents.

C. Temporary Lodging at Fire Station

- C.1 In the sole exercise of its discretion, the District will allow County employees to temporarily make use of District quarters when it is difficult, dangerous, or impracticable for those employees to return to their homes at the end of their workday due to inclement weather, road closures or other circumstances beyond the employees' control. Any such use shall be at no charge to the County or to the County's employee.
- C.2 In consideration of the District providing temporary housing and the other services to the County described above, the County agrees to and shall defend, indemnify, and hold the District and its board members, officers, employees, and agents harmless from and for any and all liabilities, judgments, claims, losses, injuries (including death) and property damage arising out of or related to District's performance of this MOU that are not caused by the intentional misconduct of said board members, officers, employees, and agents.
- C.3 To assist the County in monitoring the activities and whereabouts of its employees, the District shall use its best efforts to notify an appropriate County department head or other management-level County employee whenever a County employee has used, or may need to use, District quarters. Such notice may be provided by telephone or any other means convenient to the District. Such notice is merely a courtesy, and any failure to provide such notice shall not constitute a breach of this Agreement nor release the County from its obligations to hold the District harmless, as set forth and described more fully above.

D. General Provisions

- D.1 In consideration of the mutual premises contained herein, County shall make a one-time payment to the District of \$1000 (one thousand dollars). Such payment shall be made within 30 days of execution of this MOU by both parties.

- D.2 This MOU shall take effect when it is signed by authorized representatives of the County and the District. It shall remain in effect until terminated by County or by District, which either may do, in the sole exercise of its discretion and without cause or legal excuse, and without incurring any liability to the other party, by giving the other party 15 days' written notice of its intent to terminate the MOU.
- D.3 This MOU contains the entire, integrated agreement of the County and District. 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. This MOU may be amended only by a writing signed by authorized representatives of County and District.
- D.4 This MOU shall be administered on behalf of the County and the District by the following persons or by their successors, to whom any notices or correspondence concerning the MOU shall be directed:

**County:**

*(For Snow Removal)*

Kevin Julian, Road Superintendent  
 Mono County Dept. of Public Works  
 P.O. Box 457  
 Bridgeport, California 93517 (760) 932-5459  
 Email: kjulian@mono.ca.gov

**District:**

Vince Maniaci, Chief  
 Long Valley Fire Protection District  
 3605 Crowley Lake Drive  
 Crowley Lake, California 93546 (760) 935-4673  
 Email: longvalleyfd@gmail.com

*(For Sheriff's Vehicle Storage)*

Ingrid Braun, Mono County Sheriff  
 P.O. Box 616  
 Bridgeport, California 93517 (760) 932-7549  
 Email: ibraun@monosheriff.org

*(For Temporary Employee Housing)*

Robert C. Lawton, Mono County CAO  
 P.O. Box 696  
 Bridgeport, CA 93517 (760) 932-5410  
 Email: rlawton@mono.ca.gov

Mono County:

District:

By: \_\_\_\_\_

By: Vince Maniaci  
 Its: Chief

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
 County Counsel

Date: \_\_\_\_\_

APPROVED FOR RISK MANAGEMENT

By: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF MONO AND THE  
LONG VALLEY FIRE PROTECTION DISTRICT  
GOVERNING THE COUNTY'S PROVISION OF SNOW-REMOVAL SERVICES  
IN THE VICINITY OF THE DISTRICT'S LONG VALLEY FIRE STATION**

This Agreement is entered into by and between the County of Mono, a political subdivision of the State of California (hereinafter "the County") and the Long Valley Fire Protection District, a fire protection district existing under the laws of the State of California (hereinafter "the District").

**I. Recitals**

- A. The District owns and maintains a fire station in Long Valley, Mono County that houses its fire-fighting equipment, has parking facilities, and maintains certain temporary sleeping and living quarters (hereinafter "District quarters") for its firefighters and other District personnel.
- B. From time to time, the County may have need of such quarters for certain of its employees when it is difficult, dangerous, or impracticable for those employees to return to their homes at the end of their workday due to inclement weather, road closures, or other circumstances beyond their control.
- C. From time to time snowfall accumulates on the driveway leading to the station on Crowley Lake Drive, a County road, which has the potential to impede the District's response to emergencies in the area.
- D. The County removes snow on an as-needed basis from County roads, including the County roads in the community of Long Valley, and is thus equipped and able to remove snow from areas adjacent to those County roads.
- E. The County and District have determined that the discretionary exchange of services described below will be to their mutual benefit.
- F. Therefore, County and District wish to hold each other harmless for and memorialize their understandings of these services and for those reasons enter into this Memorandum of Understanding (MOU).

**II. Agreement**

NOW, THEREFORE, the County and District revoke all prior MOUs and any other agreement between the parties regarding the provision of any of the below described services to the extent of any inconsistency with this Agreement and agree as follows:

- 1. In its sole discretion, the District will allow County employees to temporarily make use of District quarters when it is difficult, dangerous, or impracticable for those employees to return to their homes at the end of their workday due to inclement weather, road closures,

or other circumstances beyond the employees' control. Any such use shall be at no charge to the County or to the County's employee.

2. In its sole discretion, the County will plow snow from the District's parking area and from the driveway that leads from Crowley Lake Drive to the District's fire station. County will stockpile snow plowed from this area on the surrounding District-leased property. County will plow this area only in conjunction with snow-plowing activities on its own roads and will in its sole discretion determine when in the course of its plowing efforts to plow the District's driveway and parking area.
3. On occasion, when the County is not available to plow, the District may plow snow from its driveway, the County library, County park, and Sheriff substation on Crowley Lake Road. The District also currently stores several County Sheriff vehicles, houses and provides electricity to a County EMS unit basis, and supplies the emergency generator for the Sheriff substation at no charge to the County. The District will continue to provide these aforementioned services at its sole discretion.
4. In consideration of the County plowing its property as described above, District agrees to and shall defend, indemnify, and hold the County and its officers, employees, and agents harmless from and for any and all liabilities, judgments, claims, losses, injuries (including death) and property damage arising out of or related to County's performance of this MOU that are not caused by the intentional misconduct of said officers, employees, and agents.
5. In consideration of the District providing temporary housing and the other services to the County described above, the County agrees to and shall defend, indemnify, and hold the District and its officers, employees, and agents harmless from and for any and all liabilities, judgments, claims, losses, injuries (including death) and property damage arising out of or related to District's performance of this MOU that are not caused by the intentional misconduct of said officers, employees, and agents.
6. To assist the County in monitoring the activities and whereabouts of its employees, the District shall use its best efforts to notify an appropriate county department head or other management-level County employee whenever a county employee has used, or may need to use, District quarters. Such notice may be provided by telephone or any other means convenient to the District. Such notice is merely a courtesy, and any failure to provide such notice shall not constitute a breach of this Agreement nor release the County from its obligations to hold the District harmless, as set forth and described more fully above.
7. This MOU shall take effect when it is signed by authorized representatives of the County and the District. It shall remain in effect until terminated by County or by District, which either may do, without cause or legal excuse, and without incurring any liability to the other party, by giving the other party 15 days' written notice of its intent to terminate the MOU.
8. This MOU contains the entire, integrated agreement of the County and District. 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. This MOU may be amended only by a writing signed by authorized representatives of County and District.

9. If either County or District brings an action or proceeding against the other with regard to this MOU, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.
10. This MOU shall be administered on behalf of the County and the District by the following persons or by their successors, to whom any notices or correspondence concerning the MOU shall be directed:

County:

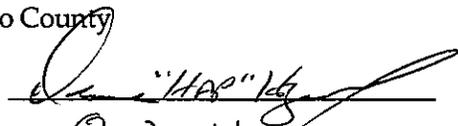
Jeff Walters, Assistant Director  
 Mono County Dept. of Public Works  
 P.O. Box 457 / 74 North School Street  
 Bridgeport, California 93517  
 760.932.5440

District:

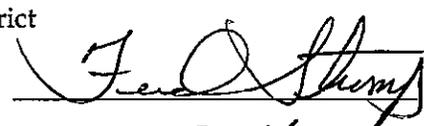
Fred Stump  
 Long Valley Fire Protection District  
 3605 Crowley Lake Drive  
 Crowley Lake, California  
 760.935.4673

By the signatures of their authorized representatives appearing below, County and District agree to perform and abide by the terms of this MOU.

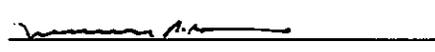
Mono County

By:   
 Dated: 8-2-11

District

By:   
 Dated: 7-13-11

APPROVED AS TO FORM:  
 County Counsel

By: 

Dated: 8/2/11

APPROVED FOR RISK MANAGEMENT:

By: 

Dated: 8/6/11



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 5, 2021

**Departments: Board of Supervisors**

**TIME REQUIRED** 5 minutes

**SUBJECT** 2021/2022 California State  
Association of Counties (CSAC)  
Nominations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### 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 2021/2022. Appointment of individuals nominated by the Board is made by the CSAC Executive Committee and appointments are for one year.

### RECOMMENDED ACTION:

1) Nominate a member of the Board of Supervisors to serve on the CSAC Board of Directors for the 2021/2022 Association year beginning on November 29, 2021; and 2) Nominate a member of the Board of Supervisors to serve as an alternate on the CSAC Board of Directors for the 2021/2022 Association year beginning on November 29, 2021.

### 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
<input type="checkbox"/> <a href="#">Memo</a>
<input type="checkbox"/> <a href="#">Roster</a>
<input type="checkbox"/> <a href="#">Selection Form</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/22/2021 10:45 AM	County Counsel	Yes
9/29/2021 9:59 AM	Finance	Yes
10/1/2021 4:20 PM	County Administrative Office	Yes



OFFICERS

**President**

James Gore  
Sonoma County

**1st Vice President**

Ed Valenzuela  
Siskiyou County

**2nd Vice President**

Chuck Washington  
Riverside County

**Past President**

Lisa A. Bartlett  
Orange County



**EXECUTIVE DIRECTOR**

Graham Knaus

September 15, 2021

TO: Chairs, Boards of Supervisors

FROM: Graham Knaus, Executive Director

**SUBJECT: Nomination and Selection of CSAC Board of Directors Members**

---

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the Executive Committee to a one-year term commencing with the first day of the CSAC Annual Conference. The 2021 CSAC Annual Conference will begin on Monday, November 29, 2021. Any member of your Board of Supervisors is eligible for the directorship.

Each year, the new CSAC Board of Directors holds its first official meeting at the Association's annual conference. **Thus, it is important that your county appoints a representative to participate at the first meeting on Thursday, December 2, 2021.** Enclosed is a list of current Board of Directors, along with a form for your county to notify us of your Board's nomination.

Please note that if we do not receive your 2021-2022 nomination, your current Board representative will continue to serve on our Board of Directors. It is important to note that counties have the ability to change Board representatives and/or alternates at any point throughout the year subject to final appointment by the CSAC Executive Committee.

The new Board of Directors will meet during the annual conference, first by caucus (urban, suburban, and rural) to nominate CSAC Officers and Executive Committee members, and again as a full Board to elect the 2021-2022 Executive Committee and to conduct other Association business. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Korina Jones at (916) 327-7500 x 508 or by email at [kjones@counties.org](mailto:kjones@counties.org).

Enclosures

cc: 2020-2021 Board of Directors  
Clerks, Board of Supervisors

# CALIFORNIA STATE ASSOCIATION OF COUNTIES

Board of Directors

2020-2021

**SECTION**

U=Urban

S=Suburban

R=Rural

President:

First Vice President:

Second Vice President:

Immediate Past President:

James Gore, Sonoma

Ed Valenzuela, Siskiyou

Chuck Washington, Riverside

Lisa Bartlett, Orange

SECTION	COUNTY	DIRECTOR
U	Alameda County	Keith Carson
R	Alpine County	Terry Woodrow
R	Amador County	Richard Forster
S	Butte County	Debra Lucero
R	Calaveras County	Merita Callaway
R	Colusa County	Kent Boes
U	Contra Costa County	John Gioia
R	Del Norte County	Chris Howard
R	El Dorado County	Sue Novasel
U	Fresno County	Buddy Mendes
R	Glenn County	Keith Corum
R	Humboldt County	Virginia Bass
S	Imperial County	Raymond Castillo
R	Inyo County	Jeff Griffiths
S	Kern County	Zack Scrivner
R	Kings County	Craig Pedersen
R	Lake County	Bruno Sabatier
R	Lassen County	Chris Gallagher
U	Los Angeles County	Kathryn Barger
R	Madera County	David Rogers
S	Marin County	Damon Connolly
R	Mariposa County	Miles Menetrey
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	Diane Dillon
R	Nevada County	Heidi Hall

U	Orange County	Lisa Bartlett
S	Placer County	Bonnie Gore
R	Plumas County	Greg Hagwood
U	Riverside County	Chuck Washington
U	Sacramento County	Sue Frost
R	San Benito County	Bea Gonzalez
U	San Bernardino County	Janice Rutherford
U	San Diego County	Nora Vargas
U	San Francisco City & County	Rafael Mandelman
U	San Joaquin County	Chuck Winn
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	Carole Groom
S	Santa Barbara County	Das Williams
U	Santa Clara County	Susan Ellenberg
S	Santa Cruz County	Bruce McPherson
S	Shasta County	Leonard Moty
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Erin Hannigan
S	Sonoma County	Lynda Hopkins
S	Stanislaus County	Vito Chiesa
R	Sutter County	Dan Flores
R	Tehama County	Robert Williams
R	Trinity County	Keith Groves
S	Tulare County	Amy Shuklian
R	Tuolumne County	Ryan Campbell
U	Ventura County	Kelly Long
S	Yolo County	Jim Provenza
R	Yuba County	Gary Bradford

### **ADVISORS**

John Beiers, County Counsels' Association, Past President, San Mateo County  
Frank Kim, California Association of County Executives, President, Orange County



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 2021 – 2022

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2021 – 2022 Association year beginning Monday, November 29, 2021.

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:**

Korina Jones via email at: [kjones@counties.org](mailto:kjones@counties.org)



9/30/2021 12:06 PM

Finance

Yes

10/1/2021 4:22 PM

County Administrative Office

Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsels**  
Christian E. Milovich  
Anne L. Frievault

**Deputy County Counsel**  
Emily R. Fox

**OFFICE OF THE  
COUNTY COUNSEL**  
*Mono County*

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

**Telephone**  
760-924-1700  
**Facsimile**  
760-924-1701

---

**Paralegal**  
Kevin Moss

To: Board of Supervisors  
From: Stacey Simon  
Date: October 5, 2021  
Re: Resolution Authorizing Virtual Meetings Under AB 361

**Recommended Action**

Adopt proposed resolution authorizing remote meetings of the Board of Supervisors for the period of October 5, 2021, through November 4, 2021, pursuant to AB 361.

**Strategic Plan Focus Areas Met**

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

**Discussion**

On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic. That Proclamation remains in effect. Subsequently, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which modified the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the “Brown Act”), in order to allow legislative bodies to meet from remote locations without opening those locations to the public or complying with certain agenda requirements. Those modifications remained in effect through September 30, 2021.

In anticipation of the expiration of the applicable provisions of Executive Order N-29-20, the California legislature adopted, and Governor Newsom signed, AB 361. AB 361 amended the Brown Act to allow local legislative bodies to continue to meet under the modified teleconferencing rules until January 1, 2024, if the meeting occurs during a proclaimed state of emergency and the legislative body finds that it has reconsidered the circumstances of the state of emergency and either: measures to promote social distancing have been imposed or recommended by local health officials; or the state of emergency continues to directly impact the ability of the members to meet safely in person.

The Local Health Officer and the Director of Mono County Public Health have recommended that measures be implemented to promote social distancing, including the holding of virtual meetings. A copy of the memo memorializing that recommendation is included in your agenda

materials. The proposed resolution would therefore make the required findings that the Board has reconsidered the circumstances of the emergency and that local health officials have recommended measures to promote social distancing. If the Board adopts the proposed resolution, then it may continue to meet under the modified Brown Act teleconference rules of AB 361 through November 4, 2021.

In order to continue to meet under those modified rules after November 4, the Board will again need to reconsider the circumstances of the state of emergency and again make one of the additional findings required by AB 361.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1700.



R21-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING REMOTE TELECONFERENCE MEETINGS  
OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO FOR THE  
PERIOD OF OCTOBER 5, 2021 THROUGH NOVEMBER 4, 2021,  
PURSUANT TO AB 361**

**WHEREAS**, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic, which Proclamation remains in effect; and

**WHEREAS**, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, modifying the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the "Brown Act"), subject to compliance with certain requirements; and

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, providing that the modifications would remain in place through September 30, 2021; and

**WHEREAS**, on September 16, 2021, Governor Newsom signed AB 361, providing that a legislative body subject to the Brown Act may continue to meet under modified teleconferencing rules if the meeting occurs during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing; and

**WHEREAS**, the Local Health Officer and the Director of Mono County Public Health have recommended that measures be implemented to promote social distancing, including the holding of virtual meetings of legislative bodies of the County of Mono, a copy of that recommendation is attached as an exhibit and incorporated herein; and

**WHEREAS**, in the interest of public health and safety, and in response to the local recommendation for measures to promote social distancing, the Mono County Board of Supervisors deems it necessary to invoke the provisions of AB 361 related to teleconferencing for such legislative bodies;

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

**SECTION ONE:** The recitals set forth above are true and correct and are adopted as findings of the Legislative Body.

**SECTION TWO:** The Legislative Body has reconsidered the circumstances of the State of Emergency.

1           **SECTION THREE:** State or local officials have recommended measures to promote  
2 social distancing, including the holding of virtual meetings for legislative bodies within the  
3 County of Mono that are subject to the Brown Act.

4           **SECTION FOUR:** Meetings of the Board of Supervisors shall be held 100% virtually  
5 through November 4, 2021.

6           **SECTION FIVE:** Staff is directed to return to the Board no later than thirty (30) days  
7 after the adoption of this resolution for the Board to consider whether to again make the findings  
8 required to continue meeting under the modified teleconference procedures of AB 361 after  
9 November 4, 2021.

10           **PASSED, APPROVED and ADOPTED** this 5th day of October, 2021, by the following  
11 vote, to wit:

12 **AYES:**

13 **NOES:**

14 **ABSENT:**

15 **ABSTAIN:**

\_\_\_\_\_  
Jennifer Kreitz, Chair  
Mono County Board of Supervisors

16  
17           ATTEST:

APPROVED AS TO FORM:

18  
19  
20           \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
County Counsel



# MONO COUNTY HEALTH DEPARTMENT

## Public Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284

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

To: Board of Supervisors

From: Bryan Wheeler, Director of Public Health

Re: Recommendation regarding Social Distancing and Virtual Meetings

Both Mono County “covering” Health Officer Dr. Rick Johnson and I strongly recommend that physical/social distancing measures continue to be practiced throughout our Mono County communities, including at meetings of the Board of Supervisors and other County-related legislative bodies subject to the Brown Act, to minimize the spread of COVID-19.

Whether vaccinated or not, positive individuals are contracting the Delta variant and infecting others in our communities. Social distancing and masking are crucial mitigation measures to prevent the disease’s spread. Virtual board meetings allow for the participation of the community, county staff, presenters, and board members in a safe environment, with no risk of contagion. It is recommended that legislative bodies in Mono County implement fully-remote meetings to the extent possible.

If you have any questions regarding this recommendation, please do not hesitate to contact me. We will continue to evaluate this recommendation on an ongoing basis and will communicate when there is no longer such a recommendation with respect to meetings for public bodies.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**    October 5, 2021

**TIME REQUIRED**

**SUBJECT**            Closed Session - Labor Negotiations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

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

---

### RECOMMENDED ACTION:

---

### FISCAL IMPACT:

---

### CONTACT NAME:

PHONE/EMAIL: /

---

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

[Click to download](#)

No Attachments Available

---

#### History

Time

Who

Approval



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 5, 2021

**TIME REQUIRED**

**SUBJECT**            Closed Session - Existing Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *County of Mono v. K.R. Property Development & Real Estate et al.*, Mono County Superior Court Case No. CV200081.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Anne Frievalt

**PHONE/EMAIL:** 760-924-1707 / afrievalt@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

Time	Who	Approval
9/27/2021 5:49 PM	County Counsel	Yes
9/24/2021 9:51 AM	Finance	Yes
10/1/2021 4:23 PM	County Administrative Office	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**    October 5, 2021

**TIME REQUIRED**

**SUBJECT**            Closed Session - Existing Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *Cindy Abshire, et al. v. Gavin Newsom, et al.* (U.S. Dist. Ct. Eastern District, Case No.: 2:21-cv-00198-JAM-KJN).

---

### RECOMMENDED ACTION:

---

### FISCAL IMPACT:

---

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 760-924-1704 / [ssimon@mono.ca.gov](mailto:ssimon@mono.ca.gov)

---

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

[Click to download](#)

No Attachments Available

---

### History

Time	Who	Approval
9/27/2021 5:53 PM	County Counsel	Yes
9/24/2021 9:52 AM	Finance	Yes
10/1/2021 4:23 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 5, 2021

**TIME REQUIRED**

**SUBJECT**            Closed Session - Real Property  
                             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 REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 36 and 40 Christie Lane, Benton. Agency negotiator: Stacey Simon, Erik Ramakrishnan and John Craig. Negotiating parties: Utu Utu Gwaitu Paiute Tribe, of the Benton Paiute Reservation and County of Mono. Under negotiation: Price and terms of sale.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 760-924-1704 / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

Time	Who	Approval
9/27/2021 5:49 PM	County Counsel	Yes
9/24/2021 9:52 AM	Finance	Yes
10/1/2021 4:23 PM	County Administrative Office	Yes