



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO

STATE OF CALIFORNIA

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

Meeting Location: Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

Regular Meeting

April 1, 2025

TRIBAL LAND ACKNOWLEDGMENT

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

TELECONFERENCE INFORMATION

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

1. Mammoth Teleconference Location – for meetings held on the first and second Tuesday of each month - Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;
 2. Bridgeport Teleconference Location – for meetings held on the third Tuesday of each Month - Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA. 93517;
 3. Zoom Webinar. Absent participation by a member of the Board under AB 2449, the Zoom Webinar is provided as a courtesy participation method but is not guaranteed.
- Members of the public may participate in person at the above listed locations, or, if available, via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/83537511698> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 835 3751 1698.

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 835 3751 1698

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

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

https://monocounty.granicus.com/MediaPlayer.php?publish_id=c3e9b929-0822-4611-8e6a-551b5fb41c5b

NOTE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5530 or bos@mono.ca.gov. Notification 48

hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. RECOGNITIONS

A. Proclamation Recognizing April 2025 as Arts, Culture, and Creativity Month

Departments: County Administrative Office
10 minutes

(Sandra Moberly, County Administrative Officer) - Proclamation recognizing and celebrating April 2025 as Arts, Culture, and Creativity Month.

Recommended Action: Adopt proposed proclamation recognizing and April 2025 as Arts, Culture, and Creativity Month.

Fiscal Impact: None.

B. Proclamations Recognizing April 2025 as Child Abuse Prevention and Sexual Assault Awareness Month

Departments: Health and Human Services
10 minutes

(Kevin Lian, Mono County Office of Education; Dominic Hays, Executive Director of Wild Iris) - Proposed proclamations designating April 2025 as Child Abuse Prevention Month and Sexual Assault Awareness Month.

Recommended Action: Approve proposed proclamations designating April 2025 as Child Abuse Prevention Month and Sexual Assault Awareness Month.

Fiscal Impact: None.

C. Proclamation Recognizing April 2025 as National County Government Month

Departments: County Administrative Office

10 minutes

(Sandra Moberly, County Administrative Officer) - Proposed proclamation designating April 2025 as National County Government Month.

Recommended Action: Adopt proposed proclamation designating April 2025 as National County Government Month.

Fiscal Impact: None.

3. COUNTY ADMINISTRATIVE OFFICER

CAO Report regarding Board Assignments

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

4. DEPARTMENT/COMMISSION REPORTS

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

5. CONSENT AGENDA

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

A. Amendment to Contract with Community Service Solutions for the Provision of In-Home Supportive Services Professional Services

Departments: Health and Human Services

Proposed contract amendment with Community Service Solutions pertaining to In-Home Supportive Services Professional Services.

Recommended Action: Approve and authorize Chair to sign contract amendment with Community Service Solutions for In-Home Supportive Services Professional Services for the period July 1, 2021, through June 30, 2026, and a not-to-exceed amount of \$769,880.

Fiscal Impact: No General Fund fiscal impact. Contract limit increases from \$729,880 to \$769,880, an increase of \$40,000, funded through Federal and State In-Home Supportive Services Public Authority allocations. The contract amendment would increase Fiscal Years 2024-25 and 2025-26 by \$20,000 each, for a total contract increase of \$40,000.

B. Amendment to the Allocation List - Resolution #25-002

Departments: Human Resources

Proposed resolution amendment for a clerical error was identified in the salary range for the Chief Deputy Treasurer Tax Collector. The resolution R25-002 incorrectly lists the salary range as At-Will 115, whereas it should be At-Will 114.

Recommended Action: Adopt proposed amended resolution.

Fiscal Impact: None.

C. Long Valley Regional Planning Advisory Committee (RPAC) Appointments

Departments: Community Development Department

Appointments to the Long Valley Regional Planning Advisory Committee (RPAC).

Recommended Action: Appoint Tim Sanford to a term expiring December 31, 2026, on the Long Valley RPAC.

Fiscal Impact: None.

D. Reappointments to Mono County Child Care Council

Departments: Clerk of the Board

Reappointments of three members to the Mono County Child Care Council.

Recommended Action: 1) Reappoint Pam Kobylarz-Heays to the Mono County Child Care Council, for a two-year term beginning March 14, 2025 through March 14, 2027; 2) Reappoint Annaliesa Calhoun to the Mono County Child Care Council, for a two-year term beginning December 17, 2024, through December 17, 2026; 3) Reappoint Molly DesBaillets to the Mono County Child Care Council, for a two-year term beginning January 27, 2025, through January 27, 2027.

Fiscal Impact: None.

E. Interagency Mutual Aid Contract between Mono County and Mineral County

Departments: Sheriff

Request the Board of Supervisors to authorize and sign the Mutual Contract between Mono County and Mineral County.

Recommended Action: Mono County and Mineral County previously entered into an interagency mutual aid contract in 2004, which is still in effect, but due to the passage of time and changes in county officials, the counties wish to reaffirm their commitments to mutual aid by re-entering into a new mutual aid contract at this time.

Fiscal Impact: None.

F. Budget Adjustment Fiscal Year 24/25 - Behavioral Health Bridge Housing Grant

Departments: Behavioral Health

A budget adjustment is needed to allow for the increase in grant revenue as well as an increase in for the related grant expenses in Behavioral Health. The Behavioral Health Bridge Housing (BHBH) grant will increase appropriations in budget unit 840.

Recommended Action: Approve budget adjustment for FY 2024-25 as requested or amended, (4/5 vote required).

Fiscal Impact: An increase of \$73,656 in Permanent Salaries and Wages, and an increase of \$57,500 in Special Department Expense. Both increases will be offset with BHBH revenue.

G. Proposed Contract Amendment with California Department of Public Health (CDPH), Women, Infants and Children (WIC) 2022-2025 Contract 22-10262 Amendment A02

Departments: Health and Human Services

Proposed contract with California Department of Public Health (CDPH) pertaining to Women, Infants and Children (WIC) 2022-2025 Contract 22-10262 Amendment A02.

Recommended Action: Approve and authorize the Health and Human Services Director to sign, contract with California Department of Public Health (CDPH) for Women, Infants and Children (WIC) 2022-2025 Contract 22-10262 Amendment A02 for the period October 1, 2022 through September 30, 2025 and a not-to-exceed amount of \$1,010,317. Additionally, provide authorization for the Health and Human Services Director to approve minor amendments and/or revisions that may occur during the contract period provided such amendments do not alter the amount not to exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

Fiscal Impact: There is no fiscal impact to the County General Fund. The amendment increases the Federal Fiscal Year 2025 budget by \$10,000 to \$343,439, for a combined not to exceed total under the three-year agreement of \$1,010,317.

H. Lee Vining Community Center Preschool Space Lease Renewal

Departments: Public Works

Proposed updated Lease to replace the existing Lee Vining Community Center Memorandum of Understanding (MOU) between Mono County and the Mono County Office of Education (MCOE) that memorializes use of a portion of the center by MCOE for the use of daycare services, including the adjoining office space, restroom, and outside playground area.

Recommended Action: Approve and authorize the Public Works Director to sign the updated MOU with MCOE.

Fiscal Impact: None. Rent is set at a nominal \$1 per year.

I. Updated Conflict of Interest Code for Tri-Valley Groundwater Management District

Departments: Clerk of the Board

All local government agencies, including special districts, are required by state law (Government Code section 81000 et seq.) to adopt their own conflict-of-interest codes and to review such codes once every two years. The Board of Supervisors is the code-reviewing body for the conflict-of-interest codes for Mono County and must approve any changes to conflict-of-interest codes for it to take effect. The proposed conflict-of-interest codes as adopted by each of the Board of Directors has been reviewed by County Counsel and complies with all applicable statutory requirements.

Recommended Action: Approve the new Conflict of Interest Codes adopted by the Tri-Valley Groundwater Management District.

Fiscal Impact: None.

6. CORRESPONDENCE RECEIVED

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

A. 2024-2025 Mono County Civil Grand Jury Investigation Report - Mono County Cybersecurity Preparedness

The Mono County Civil Grand Jury released their 2024-2025 Investigation Report on March 1, 2025. The Grand Jury conducted an investigation into Mono County's cybersecurity preparedness, focusing on the County's security posture and Payment Card Industry (PCI) compliance.

B. Correspondence Sent Regarding Reauthorizing Secure Rural Schools (SRS)

Correspondence sent on behalf of Mono Board of Supervisors to Speaker Mike Johnson regarding reauthorizing Secure Rural Schools (SRS) by passing H.R.1383 - Secure Rural Schools Reauthorization Act of 2025.

C. Correspondence Sent Regarding the Future of the Federal Workforce

Correspondence sent on behalf of Mono Board of Supervisors to Office of Personnel Management Acting Director Ezell in support of the March 7, 2025,

letter sent by Representatives regarding the future of the federal workforce and the government's ability to deliver essential services.

D. Correspondence Sent Regarding Senate Bill 346 (Durazo)

Correspondence sent on behalf of Mono Board of Supervisors to Senator Durazo in support of Senate Bill 346 - Local agencies: transient occupancy taxes: short-term rental facilitator.

E. Correspondence Sent Regarding Assembly Bill 993 (Hadwick)

Correspondence sent on behalf of Mono Board of Supervisors to Assembly Member Hadwick in support of Assembly Bill 993 - Hazardous materials management: Rural CUPA Reimbursement Account.

F. Correspondence Sent Regarding Assembly Bill 470 (McKinner)

Correspondence sent on behalf of Mono Board of Supervisors to Assembly Member McKinnor in opposition of Assembly Bill 470 - Telephone corporations: carriers of last resort.

7. REGULAR AGENDA - MORNING

A. Southern California Edison Annual Updates: Wildfire/Public Safety Power Shutoff, Major Projects

Departments: Emergency Management
30 minutes

(Matthew Paruolo, Southern California Edison Government Relations Manager) - A presentation by Matthew Paruolo from Southern California Edison (SCE) on Annual Updates: Wildfire/Public Safety Power Shutoff (PSPS) Major Projects.

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

Fiscal Impact: None.

B. Regional Broadband Update

Departments: Clerk of the Board, Sponsored by Chair Salcido
25 minutes (15 minutes for the presentation, 10 minutes for questions)

(Scott Armstrong, Regional Broadband Coordinator) - Regional Broadband update by the Regional Broadband Coordinator, Scott Armstrong.

Recommended Action: None, informational only.

Fiscal Impact: None.

C. Mono County Broadband Strategic Plan Update

Departments: Clerk of the Board, Sponsored by Chair Salcido

25 minutes

(Scott Armstrong, Regional Broadband Coordinator) - Presentation on the Mono Broadband Strategic Plan update.

Recommended Action: None, informational only.

Fiscal Impact: None.

D. Mono County Jail Update

Departments: Public Works

5 minutes

(Paul Roten, Public Works Director) - Mono County Jail update.

Recommended Action: None, informational only.

Fiscal Impact: None.

E. Special District Assessment - Phase II Presentation

Departments: County Administrative Office

30 minutes

(Mary Snyder, Special Projects) - Presentation by Mary Snyder regarding Phase II of Special District Assessment.

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

Fiscal Impact: None.

F. Letter of Support to Preserve and Protect Tax-Exempt Bonds

Departments: County Administrative Office

10 minutes

(Sandra Moberly, County Administrative Officer) - Tax-exempt bonds are important tools for financing public projects that benefit our community. The draft letter advocates measures to ensure the continued availability and impact of tax-exempt bonds.

Recommended Action: Approve draft letter and authorize the Chair to sign on behalf of the Board.

Fiscal Impact: None.

G. Community Support Grant Program Presentation

Departments: County Administrative Office
30 minutes

(Mary Snyder, Special Projects) - Presentation by Mary Snyder regarding possible community grant program implementation.

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

Fiscal Impact: None.

H. Reduction of Plastics in Waste Stream Presentation

Departments: County Administrative Office
20 minutes

(Mary Snyder, Special Projects) - Presentation by Mary Booher reviewing plastic bans in other California Jurisdictions.

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

Fiscal Impact: None.

I. Emergency Medical Services Ad Hoc

Departments: County Administrative Office
10 minutes

(Mary Snyder, Special Projects) - Presentation by Mary Snyder regarding establishment of an Emergency Medical Services (EMS) Ad Hoc.

Recommended Action: Appoint two members to the EMS Ad Hoc and approve proposed charter. Provide any desired direction to staff.

Fiscal Impact: Unknown. There will be staff time to support the Ad Hoc.

8. CLOSED SESSION

A. Closed Session - Labor Negotiations

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

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. Amerisourcebergen Drug Corporation; Cardinal Health, Inc.; McKesson Corporation; Purdue Pharma L.P.; Purdue Pharma, Inc., et al., United States District Court, Eastern District of California, Case No. 2:18-cv-01149-MCE-KJN.

C. Closed Session - Exposure to Litigation

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

D. Closed Session - Real Property Negotiation

CONFERENCE WITH REAL PROPERTY NEGOTIATOR. Government Code section 54956.8. Property Address: 2784 Highway 158, June Lake, CA. County Negotiator: Sandra Moberly. Negotiating Parties: Don Morton. Under Negotiation: Price, terms and conditions.

E. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

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

A. Board Member and Board Ad Hoc Reports

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

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

Departments: County Administrative Office

TIME REQUIRED 10 minutes

SUBJECT Proclamation Recognizing April 2025
as Arts, Culture, and Creativity Month

**PERSONS
APPEARING
BEFORE THE
BOARD**

Sandra Moberly, County
Administrative Officer

AGENDA DESCRIPTION:

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

Proclamation recognizing and celebrating April 2025 as Arts, Culture, and Creativity Month.

RECOMMENDED ACTION:

Adopt proposed proclamation recognizing and April 2025 as Arts, Culture, and Creativity Month.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 7609325535 / dpatrick@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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[Proclamation](#)

History

Time	Who	Approval
3/24/2025 10:21 AM	County Counsel	Yes
3/26/2025 8:09 AM	Finance	Yes
3/26/2025 9:48 AM	County Administrative Office	Yes



***MONO COUNTY BOARD OF SUPERVISORS PROCLAMATION
RECOGNIZING & CELEBRATING APRIL AS MONO COUNTY ARTS,
CULTURE & CREATIVITY MONTH 2025***

WHEREAS, Arts, Culture & Creativity Month of April is the 7th annual statewide celebration; and

WHEREAS, in 2019, the California Legislature adopted Senate Concurrent Resolution No. 33 proclaiming every April as Arts, Culture & Creativity Month; and

WHEREAS, Mono County believes that arts, culture, and creativity are essential to our thriving community; and

WHEREAS, The benefits of the arts impact our HEALTH by reducing depression, lowering stress hormones, and increasing longevity through regular engagement and attendance at cultural events; and

WHEREAS, The benefits of the arts impact our HOPE by fostering a sense of community and personal fulfillment, inspiring optimism and resilience in the face of challenges; and

WHEREAS, The benefits of the arts impact our HEALING by offering therapeutic experiences that restore well-being, enhance mental and physical health, and support emotional recovery; and

WHEREAS, culture creates connections, sparks innovation, encourages understanding, and strengthens community; and

WHEREAS, for centuries art has awed, amazed, and continually evolved. The arts have spoken about social change, told stories of love and war, and, locally, been expressed through mediums like music at the June Lake Jam Fest, with Chamber Music Unbound and the Eastern Sierra Community Chorus, or theatre from Sierra Classic Theatre and Mammoth Lakes Repertory Theater and melodrama moments held at Memorial Hall in Bridgeport; and

WHEREAS, art amplifies the beauty of Mono County through watercolor, ceramics, mixed media, fine art basketry, unique gallery exhibits, and other notable abundant artwork from prehistory to the present day throughout the region's most pristine and remote backcountry meadows, rivers, and creeks; and dramatic mountain boundaries; and

WHEREAS, Mono County artists and visitors alike can observe the country's diverse artistic and ancient prehistoric petroglyphs consisting of geometric and abstract designs to talented people who create stunning landscapes at Mono Lake's shores with ink or the metal art sculptures found in Walker; and



WHEREAS, celebrating the arts gives solace, understanding, and crucial contributions. Arts amplify essential and diverse voices and messages; and

WHEREAS, Mono County recognizes the essential role the arts play in our economy, democracy, health, and vitality and is committed to supporting the arts community because Art is the foundation of our Republic and showcases the creativity and experiences of our society.

WHEREAS, the Mono Arts Council leads efforts to advance the arts through programs, partnerships, and the community-building initiatives such as the Mono County Strategic Arts Education Plan; and

WHEREAS, the Mono Arts Council partners with the major state-level arts agencies such as CA for the Arts, CREATE CA, and California Arts Council; and

NOW, THEREFORE, we, the Board of Supervisors, proclaim April 2025 and every April thereafter, as **Arts, Culture & Creativity Month** and commend the Mono Arts Council and all to find art that inspires creativity and dialog to connect, pioneer initiatives, and illuminate artistic expression across our County.

APPROVED AND ADOPTED this 1st of April 2025, by the Mono County Board of Supervisors.

Jennifer Kreitz, Supervisor District #1

Rhonda Duggan, Supervisor District #2

Paul McFarland, Supervisor District #3

John Peters, Supervisor District #4

Lynda Salcido, Supervisor District #5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

Departments: Health and Human Services

TIME REQUIRED 10 minutes

SUBJECT Proclamations Recognizing April
2025 as Child Abuse Prevention and
Sexual Assault Awareness Month

**PERSONS
APPEARING
BEFORE THE
BOARD**

Kevin Lian, Mono County Office of
Education; Dominic Hays, Executive
Director of Wild Iris

AGENDA DESCRIPTION:

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

Proposed proclamations designating April 2025 as Child Abuse Prevention Month and Sexual Assault Awareness Month.

RECOMMENDED ACTION:

Approve proposed proclamations designating April 2025 as Child Abuse Prevention Month and Sexual Assault Awareness Month.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 7609325535 / dpatrick@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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<input type="checkbox"/> Child Abuse Prevention Proclamation
<input type="checkbox"/> Sexual Assault Prevention Proclamation

History

Time	Who	Approval
3/18/2025 10:17 AM	County Counsel	Yes
3/13/2025 10:03 AM	Finance	Yes

3/24/2025 9:17 PM

County Administrative Office

Yes



MONO COUNTY BOARD OF SUPERVISORS

PROCLAMATION RECOGNIZING APRIL 2025 AS CHILD ABUSE PREVENTION MONTH

WHEREAS, ensuring the well-being, safety, and security of children is a shared responsibility among families, schools, government agencies, and the community as a whole; and

WHEREAS, child abuse and neglect can have long-lasting effects on the physical, emotional, and psychological health of children, impacting their ability to grow, learn, and thrive; and

WHEREAS, prevention efforts, including strong family support systems, early intervention programs, and community education, are essential to reducing the occurrence of child abuse and neglect; and

WHEREAS, organizations such as the Mono County Health and Human Services Department, the Mono County Child Abuse Prevention Council, the Mono County Office of Education, CASA of the Eastern Sierra, local schools, law enforcement, and community partners work together to provide resources, support, and advocacy for children and families, fostering a unified approach to preventing and addressing child abuse and neglect; and

WHEREAS, raising public awareness and promoting safe, stable, and nurturing environments for children contribute to the overall health and well-being of our communities and future generations; and

WHEREAS, the month of April has been nationally recognized as Child Abuse Prevention Month, providing an opportunity for individuals, families, and organizations to come together to reinforce the importance of protecting children from harm and fostering a culture of prevention;

NOW, THEREFORE, BE IT RESOLVED, that the Mono County Board of Supervisors hereby proclaims the month of April 2025 as Child Abuse Prevention Month in Mono County and urges all residents to take an active role in supporting children and families, working together to prevent child abuse and neglect; and

BE IT FURTHER RESOLVED, that the Mono County Board of Supervisors recognizes and expresses its gratitude to all those who dedicate their time, effort, and resources to protecting children and strengthening families in our community.

APPROVED AND ADOPTED this 1st day of April 2025 by the Mono County Board of Supervisors.

Jennifer Kreitz, Supervisor District #1

Rhonda Duggan, Supervisor District #2

Paul McFarland, Supervisor District #3

John Peters, Supervisor District #4

Lynda Salcido, Supervisor District #5



**MONO COUNTY BOARD OF SUPERVISORS
PROCLAMATION RECOGNIZING APRIL 2025 AS SEXUAL ASSAULT
AWARENESS MONTH**

WHEREAS, rape, sexual assault and sexual harassment harm our community, and statistics show that 1 in 6 women and 1 in 33 men will experience attempted or completed rape during their lifetime;

WHEREAS, young people experience heightened rates of sexual violence, and youth ages 12-17 are 2.3 times as likely to be victims of rape or sexual assault;

WHEREAS, survivors should have help to find the compassion, comfort, and healing they need, and sexual abusers should be punished to the full extent of the law;

WHEREAS, survivors of violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so that they can heal from the abuse;

WHEREAS, it is important to recognize the compassion and dedication of the individuals who provide services to victims of sexual assault and work to increase public understanding of this significant problem;

WHEREAS, we must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions;

WHEREAS, prevention is possible through education, awareness and community involvement;

WHEREAS, it is time for all residents of Mono County to take action to create a safer environment for all and make ending sexual assault a priority;

WHEREAS, Wild Iris requests all residents of Mono County pledge to join advocates and communities across the country in taking action to prevent sexual violence;

NOW, THEREFORE, BE IT RESOLVED, in recognition of the important work done by Wild Iris and all victims' service providers, let it be resolved that the Mono County Board of Supervisors proclaims April 2025 as Sexual Assault Awareness Month.

APPROVED AND ADOPTED this 1st day of April 2025 by the Mono County Board of Supervisors.

Jennifer Kreitz, Supervisor District #1

Rhonda Duggan, Supervisor District #2

Paul McFarland, Supervisor District #3

John Peters, Supervisor District #4

Lynda Salcido, Supervisor District #5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

Departments: County Administrative Office

TIME REQUIRED 10 minutes

SUBJECT Proclamation Recognizing April 2025
as National County Government
Month

**PERSONS
APPEARING
BEFORE THE
BOARD**

Sandra Moberly, County
Administrative Officer

AGENDA DESCRIPTION:

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

Proposed proclamation designating April 2025 as National County Government Month.

RECOMMENDED ACTION:

Adopt proposed proclamation designating April 2025 as National County Government Month.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 7609325535 / dpatrick@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download

[Proclamation](#)

History

Time	Who	Approval
3/24/2025 2:45 PM	County Counsel	Yes
3/26/2025 8:08 AM	Finance	Yes
3/26/2025 9:49 AM	County Administrative Office	Yes



***PROCLAMATION OF THE MONO COUNTY BOARD OF SUPERVISORS
RECOGNIZING APRIL 2025 AS
NATIONAL COUNTY GOVERNMENT MONTH***

WHEREAS, the nation's 3,069 counties serving more than 330 million Americans provide essential services that protect and enhance the health, safety, and welfare of their residents; and

WHEREAS, counties fulfill a vast range of responsibilities and deliver services that touch nearly every aspect of our residents' lives; and

WHEREAS, counties serve as critical partners in implementing local, state and federal programs to address the needs of all residents; and

WHEREAS, Mono County and all counties take pride in our responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways; and

WHEREAS, in addition to managing the immediate impacts of extreme weather, Mono County has made substantial progress in key areas that are crucial to Mono County's long-term success – infrastructure investment, housing initiatives, wildfire preparedness, economic development, and environmental stewardship.

WHEREAS, Mono County is committed to addressing community needs through innovative solutions, responsible stewardship, and collaborative partnerships.

NOW, THEREFORE, BE IT RESOLVED that the Mono County Board of Supervisors hereby proclaims April 2025 as National County Government Month, recognizing the contributions of county government and encouraging residents to learn more about the essential programs and services provided by Mono County.

APPROVED AND ADOPTED this 1st day of April 2025 by the Mono County Board of Supervisors.

Jennifer Kreitz, Supervisor District #1

Rhonda Duggan, Supervisor District #2

Paul McFarland, Supervisor District #3

John Peters, Supervisor District #4

Lynda Salcido, Supervisor District #5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

Departments: Health and Human Services

TIME REQUIRED

SUBJECT

Amendment to Contract with
Community Service Solutions for the
Provision of In-Home Supportive
Services Professional 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 amendment with Community Service Solutions pertaining to In-Home Supportive Services Professional Services.

RECOMMENDED ACTION:

Approve and authorize Chair to sign contract amendment with Community Service Solutions for In-Home Supportive Services Professional Services for the period July 1, 2021, through June 30, 2026, and a not-to-exceed amount of \$769,880.

FISCAL IMPACT:

No General Fund fiscal impact. Contract limit increases from \$729,880 to \$769,880, an increase of \$40,000, funded through Federal and State In-Home Supportive Services Public Authority allocations. The contract amendment would increase Fiscal Years 2024-25 and 2025-26 by \$20,000 each, for a total contract increase of \$40,000.

CONTACT NAME: Kathryn Peterson

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

SEND COPIES TO:

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

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

Click to download
Staff Report
Contract Amendment

Contract Executed
Scope of Work Amendment Exhibit A
Schedule of Fees Amendment Exhibit B

History**Time****Who****Approval**

3/24/2025 9:42 AM

County Counsel

Yes

3/26/2025 8:10 AM

Finance

Yes

3/26/2025 9:25 AM

County Administrative Office

Yes



Health and Human Services Department

Public Health Division, PO Box 3329, Mammoth Lakes, CA 93546 | PO Box 476, Bridgeport, CA 93517
Social Services Division, PO Box 2969, Mammoth Lakes, CA 93546

STAFF REPORT

MEETING DATE: April 1, 2025
TITLE: Amendment to Contract with Community Service Solutions for the Provision of In-Home Supportive Services Professional Services
PREPARED BY: Kathryn Peterson, HHS Director

BACKGROUND

The In-Home Supportive Services (IHSS) Program is a state-mandated, county-operated program that provides in-home assistance to low-income aged, blind and disabled individuals allowing them to remain safely in their homes and avoid out-of-home placement. Funding for this program comes from federal, state and county revenue. Currently there are 44 low-income elders and people with disabilities who are IHSS recipients, and 37 individuals registered to serve as their care providers. Recipients receive an annual home visit and assessment from a Social Worker within the Health and Human Services Department to determine the tasks and associated time needed for them to live safely and independently. The total projected recipient hours for this fiscal year are 45,229.

DISCUSSION

In 1999, AB1682 became law, requiring each County to establish a public authority or similar entity by January 2003. Community Service Solutions (CSS) has served as the IHSS Non-Profit Consortium (IHSS-NPC) for Mono County since 2003 and as such, maintains a comprehensive IHSS provider registry that connects recipients with care providers. IHSS-NPCs are mandated to investigate the qualifications and background of potential providers, establish a referral system, provide access to training for providers and recipients, serve as the employer of record for collective bargaining and perform other functions related to the delivery of IHSS.

Mono County received an increase in Federal and State funding allocation for IHSS-NPC administration and we would like to increase the CSS contract to reflect the increase in funding. The funding received for the administrative functions performed by the IHSS-NPC can only be used for this purpose.

ATTACHMENTS

1. Proposed contract amendment
2. Executed original contract
3. Scope of Work Amendment Exhibit
4. Schedule of Fees Amendment Exhibit B

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT BETWEEN THE COUNTY OF MONO AND
COMMUNITY SERVICE SOLUTIONS FOR THE PROVISION OF
IHSS PROFESSIONAL SERVICES**

This Agreement and First Amendment is entered into April 1, 2025 by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Community Service Solutions of Coleville, California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about August 12, 2021 and pertaining to Contractor's provision of IHSS Professional services to the County (the "Agreement"). The County and Contractor are sometimes referred to herein collectively as "the parties."

WHEREAS, the parties entered into the Agreement for the purpose of Contractor providing IHSS (In-Home Supportive Services) Professional services; and

WHEREAS, County is now requesting additional services from Contractor; and

WHEREAS, accordingly, there is a need to amend the scope of work and contract limit to provide for such additional services;

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 3.D. of the Agreement ("Limit Upon Amount Payable Under Agreement") is hereby amended to increase the contract limit from \$729,880 to \$769,880, and to increase the twelve-month limit from \$145,976 to \$165,976.
2. The Scope of Work (Attachment A) is hereby replaced with the attached: First Amendment Attachment A.
3. The Schedule of Fees (Attachment B) is hereby replaced with the attached: First Amendment Attachment B.
4. All other provisions of the Agreement not modified herein shall remain in full force and effect.
5. This Agreement and First Amendment may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO:

CONTRACTOR:

Lynda Salcido, Chair, Board of Supervisors

Amanda Phillips, Executive Director

Date

Date

Approved as to Form:

**AGREEMENT BETWEEN COUNTY OF MONO
AND COMMUNITY SERVICE SOLUTIONS
FOR THE PROVISION OF IHSS PROFESSIONAL SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the IHSS Professional services of Community Service Solutions, of Coleville, California (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

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

2. TERM

The term of this Agreement shall be from July 1, 2021, to June 30, 2026, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$729,880, not to exceed \$145,976 in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

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

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

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by County's Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and/or services hereunder and the results of that work and/or services by Contractor, its agents, representatives, employees, or subcontractors:

- ☒ General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence and One Million dollars (\$1,000,000.00) general aggregate.
- ☒ Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than Three Hundred Thousand dollars (\$300,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- ☒ Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence and One Million dollars (\$1,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

- ☐ Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to County, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County. If possible, Contractor's insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or Contractor shall provide evidence satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

E. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

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

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

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

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

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

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

13. NONDISCRIMINATION

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

14. TERMINATION

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

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph 14 shall not apply.

15. ASSIGNMENT

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

16. DEFAULT

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

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 23.

18. CONFIDENTIALITY

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

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

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

21. SEVERABILITY

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

22. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying 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 23.

23. AMENDMENT

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

24. NOTICE

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

County of Mono:

Cathy Young, Supervising SSA
Dept. of Social Services
PO Box 2969
Mammoth Lakes, CA 93546
cyoung@mono.ca.gov

Contractor:

Amanda Hoover
Executive Director
PO Box 346
Coleville, CA 96107

25. COUNTERPARTS

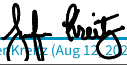
This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

26. ENTIRE AGREEMENT


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

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


COUNTY OF MONO

By: 
Jennifer Knight (Aug 12, 2021 12:24 PDT)
Title: Chair, Board of Supervisors
Dated: Aug 12, 2021

CONTRACTOR

By: 
Amanda Philips (Jul 27, 2021 14:44 PDT)
Title: EXECUTIVE DIRECTOR
Dated: Jul 27, 2021

APPROVED AS TO FORM:


County Counsel

APPROVED BY RISK MANAGEMENT:


Jacob Sloane (Jul 26, 2021 14:48 PDT)
Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND COMMUNITY SERVICE SOLUTIONS
FOR THE PROVISION OF IHSS PROFESSIONAL SERVICES**

TERM:

FROM: JULY 1, 2021 **TO:** JUNE 30, 2026

SCOPE OF WORK:

See attachment.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND COMMUNITY SERVICE SOLUTIONS
FOR THE PROVISION OF IHSS PROFESSIONAL SERVICES**

TERM:

FROM: JULY 1, 2021

TO: JUNE 30, 2026

SCHEDULE OF FEES:

See attachment.

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

SCOPE OF WORK

Contractor will serve as the Nonprofit Consortium (NPC) Employer of Record for In-Home Supportive Service (IHSS) providers in Mono County, providing the following services:

1. Labor Negotiations

- a. Contractor will act as spokesperson on behalf of the Mono County Chief Administrative Officer (CAO), or Designee, in all IHSS contract negotiations, including wages, hours, and other conditions of employment. All proposals and decisions in connection with negotiations on wages, benefits, or policy will be authorized by the CAO before being presented by the Contractor.
- b. Contractor will analyze union proposals, prepare counter proposals, and negotiate final proposals. Contractor will continually report to CAO and Director of Social Services on status of labor negotiations.
- c. Contractor will analyze, interpret, and explain provisions of labor agreements, labor law, and governing entity policies and procedures regarding labor relations.
- d. Contractor will provide advice and consultation on all matters relating to employment conditions and employer-employee relations as they uniquely relate to the IHSS program.
- e. Contractor will obtain and analyze salary and compensation information from comparable agencies/counties.
- f. Contractor will calculate the anticipated cost impact to Mono County to implement recommended changes in salary and benefits, as well as the impact of non-economic changes in terms and conditions of employment.
- g. Contractor will represent the negotiating team in presenting the complete IHSS labor contract to the Mono County Board of Supervisors.
- h. Contractor will review proposed IHSS legislation and analyze the potential effect on county operations, finances, and labor relations.

2. Provider Registry

- a. Contractor will maintain a registry of IHSS providers, with current status, contact information, and availability as back-up provider.
- b. Contractor will provide assistance to recipients in finding a provider(s) on the IHSS registry. Recipients shall maintain the right to interview, hire, supervise, and fire their provider(s).
- c. Contractor will be responsible for conducting all provider enrollment activities, including securing a criminal background check of each applicant to the provider registry.
- d. Contractor will be authorized to utilize the Case Management, Payrolling, and Information System (CMIPS) for all necessary provider-related activities, such as provider enrollment and assignment and/or termination of providers to/from recipient cases.
- e. Contractor will conduct mandatory training for providers and recipients, as directed by State law. This includes but is not limited to eligibility requirements of IHSS providers; rules, regulations, and provider-related processes and procedures, including timesheets; consequences of committing fraud in the IHSS program; how to report suspected fraud or abuse in the provision or receipt of IHSS services; laws regarding minimum wage and overtime pay, including paid travel time and wait time; and other required training pursuant to State and Federal law.

- f. Contractor will provide ongoing assistance and conduct voluntary trainings for providers and recipients as needed, due to identification of local trends or potential issues, or in consultation with the Director of Social Services.
 - g. Contractor will routinely recruit applicants to the provider registry through print and web-based media, including, but not limited to flyers on community bulletin boards, newspapers, job websites, and local social media sites.
 - h. Contractor will create and maintain a website for Mono County IHSS providers and recipients with information pertaining to the IHSS program, including program regulations; training videos; program forms; and other useful resources. Contractor will consult with the Director of Social Services and IHSS staff for input on website content.
 - i. Contractor will create and distribute a quarterly newsletter to all Mono County IHSS providers and recipients with current news, legislative and/or program updates, training opportunities, and other pertinent updates.
- 3. Bilingual Access
 - a. Contractor will ensure Spanish speaking IHSS providers and recipients have equal access to training and program supports. Recruitment of providers will be in English and Spanish.
- 4. Public Authority/Nonprofit Consortium (PA/NPC) Administrative Rate
 - a. Contractor will develop and obtain a PA/NPC administrative rate for approval by the Mono County Board of Supervisors and the California Department of Social Services annually or as necessary, in consultation with the Director of Social Services. The rate will allow Mono County to charge PA/NPC administrative costs to the State through the county claiming process.
- 5. Coordination with Mono County Department of Social Services
 - a. Contractor will routinely solicit input from the Director of Social Services, IHSS supervisor, staff, and consumers regarding provider/recipient training and the provider registry.
 - b. Contractor will review IHSS program updates, letters, and notices from the California Department of Social Services for potential impact on IHSS programs and activities and recommend policy and procedure changes to ensure compliance.
- 6. IHSS Advisory Committee
 - a. Contractor will administer the Mono County IHSS Advisory Committee, to include scheduling meetings; preparing and distributing agendas and minutes; and presenting current issues and topics relating to the IHSS program.
 - b. Contractor will recruit members for IHSS Advisory Committee in consultation with the Mono County Clerk of the Board of Supervisors. Members shall be appointed by the Mono County Board of Supervisors.
 - c. The Advisory Committee shall provide ongoing advice and recommendations regarding the IHSS program to the Mono County Board of Supervisors.

Community Service Solutions
IHSS PROFESSIONAL SERVICES - Registry & Advisory Board Budget

Nonprofit Consortium (NPC) Salaries & benefits

Administrative Salaries

Executive Director .25 FTE	30,000
Registry Coordinator .5 FTE	23,400
Registry Assistant .33 FTE	15,444
Media Coordinator .2FTE	4,680
<i>Total Annual Salaries</i>	<i>\$ 73,524</i>

Administrative Benefits

Health Insurance, Retirement, Paid Time Off	30,836
<i>Total Annual Admin Benefits</i>	<i>\$ 30,836</i>

Operating Expenses

Office Rent	3,000
Office Utilities, Phone	3,514
Transportation and Travel	----
Vehicle maintenance & fuel	1,680
Lodging & Meals	400
Training for Providers and/or Recipients	800
Office Computers & Software	1,297
Office Equipment	500
Office Supplies & Materials	900
Postage	528
Provider Recruitment	1,200
Website hosting & domain	225
Accounting	6,698
Legal Services	3,000
Insurances	3,658
Professional Association Dues (CAPA- CA Assoc of Public Authorities)	5,000
Indirect Costs (.10 operating)	3,240
<i>Total Annual Operating Expenses</i>	<i>\$ 35,640</i>

IHSS Annual Advisory Committee Expense **\$5,976**

TOTAL ANNUAL BUDGET **\$ 145,976**

SCOPE OF WORK

Contractor will serve as the Nonprofit Consortium (NPC) Employer of Record for In-Home Supportive Service (IHSS) providers in Mono County, providing the following services:

1. Labor Negotiations

- a. Contractor will act as spokesperson on behalf of and under the direction of the Mono County Chief Administrative Officer (CAO), or Designee, in all IHSS contract negotiations, including wages, hours, and other conditions of employment. Contractor will not act independently in authorizing wages, benefits, or policy. All decisions on wages, benefits, or policy will be authorized by the CAO before being presented by the Contractor.
- b. Contractor will analyze union proposals, prepare counter proposals, and negotiate final proposals. Contractor will continually report to CAO and Director of Health and Human Services (HHS) on status of labor negotiations.
- c. Contractor will analyze, interpret, and explain provisions of labor agreements, labor law, and governing entity policies and procedures regarding labor relations.
- d. Contractor will provide advice and consultation on all matters relating to employment conditions and employer-employee relations as they uniquely relate to the IHSS program.
- e. Contractor will obtain and analyze salary and compensation information from comparable agencies/counties.
- f. Contractor will calculate the anticipated cost impact to Mono County to implement recommended changes in salary and benefits, as well as the impact of non-economic changes in terms and conditions of employment.
- g. Contractor will represent the negotiating team in presenting the complete IHSS labor contract to the Mono County Board of Supervisors.
- h. Contractor will review proposed IHSS legislation and analyze the potential effect on county operations, finances, and labor relations.

2. Provider Registry

- a. Contractor will maintain a registry of IHSS providers, with current status, contact information, and availability as back-up provider.
- b. Contractor will provide assistance to recipients in finding a provider(s) on the IHSS registry. Recipients shall maintain the right to interview, hire, supervise, and fire their provider(s).
- c. Contractor will be responsible for conducting all provider enrollment activities, including securing a criminal background check of each applicant to the provider registry.
- d. Contractor will be authorized to utilize the Case Management, Payrolling, and Information System (CMIPS) for all necessary provider-related activities, such as provider enrollment and assignment and/or termination of providers to/from recipient cases.
- e. Contractor will conduct mandatory training for providers and recipients, as directed by State law. This includes but is not limited to eligibility requirements of IHSS providers; rules, regulations, and provider-related processes and procedures, including timesheets; consequences of committing fraud in the IHSS program; how to report suspected fraud or abuse in the provision or receipt of IHSS services; laws regarding minimum wage and overtime pay, including paid travel time and wait time; and other required training pursuant to State and Federal law.

- f. Contractor will provide ongoing assistance and conduct voluntary trainings for providers and recipients as needed, due to identification of local trends or potential issues, or in consultation with the Director of HHS.
 - g. Contractor will routinely recruit applicants to the provider registry through print and web-based media, including, but not limited to flyers on community bulletin boards, newspapers, job websites, and local social media sites.
 - h. Contractor will create and maintain a website for Mono County IHSS providers and recipients with information pertaining to the IHSS program, including program regulations; training videos; program forms; and other useful resources. Contractor will consult with the Director of HHS and IHSS staff for input on website content.
 - i. Contractor will create and distribute a quarterly newsletter to all Mono County IHSS providers and recipients with current news, legislative and/or program updates, training opportunities, and other pertinent updates.
- 3. Bilingual Access
 - a. Contractor will ensure Spanish speaking IHSS providers and recipients have equal access to training and program supports. Recruitment of providers will be in English and Spanish.
- 4. Public Authority/Nonprofit Consortium (PA/NPC) Administrative Rate
 - a. Contractor will develop and obtain a PA/NPC administrative rate for approval by the Mono County Board of Supervisors and the California Department of Social Services annually or as necessary, in consultation with the Director of HHS. The rate will allow Mono County to charge PA/NPC administrative costs to the State through the county claiming process.
- 5. Coordination with Mono County Department of Social Services
 - a. Contractor will routinely solicit input from the Director of Social Services, IHSS supervisor, staff, and consumers regarding provider/recipient training and the provider registry.
 - b. Contractor will review IHSS program updates, letters, and notices from the California Department of Social Services for potential impact on IHSS programs and activities and recommend policy and procedure changes to ensure compliance.
- 6. IHSS Advisory Committee
 - a. Contractor will administer the Mono County IHSS Advisory Committee, to include scheduling meetings; preparing and distributing agendas and minutes; and presenting current issues and topics relating to the IHSS program.
 - b. Contractor will recruit members for IHSS Advisory Committee in consultation with the Mono County Clerk of the Board of Supervisors. Members shall be appointed by the Mono County Board of Supervisors.
 - c. The Advisory Committee shall provide ongoing advice and recommendations regarding the IHSS program to the Mono County Board of Supervisors.

Community Service Solutions
IHSS Registry Budget

Nonprofit Consortium (NPC) Salaries and Benefits

Administrative Salaries

Executive Director .275 FTE	42,900
Registry Coordinator .5 FTE	38,063
Creative Director .25FTE	6,143
Total Salaries	\$ 87,106

Administrative Benefits

Health Insurance, Retirement, PTO	27,641
Total Admin Benefits	\$ 27,641

Operating Expenses

Office Rent	4,440
Office Utilities, Phone	2,860
Transportation and Travel	----
Vehicle maintenance & fuel	4,020
Lodging & Meals	2,000
Training for Staff in Sacramento	900
Training for Providers and/or Recipients	500
Office Computers & Software	1,500
Office Equipment	200
Office Supplies & Materials	900
Postage	600
Provider Recruitment	1,200
Website hosting & domain	225
Accounting	2,400
Legal Services	10,000
Insurances	3,250
Professional Association Dues (CAPA)	4,475
Indirect Costs (.15 operating)	5,783
Total Operating Expenses	\$ 45,253

IHSS Annual Advisory Committee Expense	\$5,976
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TOTAL ANNUAL BUDGET	\$ 165,976
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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

Departments: Human Resources

TIME REQUIRED

SUBJECT Amendment to the Allocation List -
Resolution #25-002

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution amendment for a clerical error was identified in the salary range for the Chief Deputy Treasurer Tax Collector. The resolution R25-002 incorrectly lists the salary range as At-Will 115, whereas it should be At-Will 114.

RECOMMENDED ACTION:

Adopt proposed amended resolution.

FISCAL IMPACT:

None.

CONTACT NAME: Christine Bouchard

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution (redline)
<input type="checkbox"/> Resolution 25-002

History

Time	Who	Approval
3/27/2025 1:20 PM	County Counsel	Yes
3/27/2025 1:41 PM	Finance	Yes

3/27/2025 4:35 PM

County Administrative Office

Yes



**COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO**

Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER

Christine Bouchard

BOARD OF SUPERVISORS

CHAIR

Lynda Salcido / District 5

VICE CHAIR

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Paul McFarland / District 3

John Peters / District 4

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Queenie Barnard

COUNTY COUNSEL

Chris Beck

ECONOMIC DEVELOPMENT

Liz Grans

EMERGENCY MEDICAL

SERVICES

Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA,

CGFM, CPA

HEALTH AND HUMAN

SERVICES

Kathryn Peterson

INFORMATION

TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

To: Mono County Board of Supervisors

From: Christine Bouchard, Assistant County Administrative Officer

Date: April 1, 2025

Re: Approve an amendment to Resolution 25-002

Strategic Plan Focus Area(s) Met

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

Discussion

On January 7, 2025, the board approved a resolution amending the Mono County Allocation List for various positions. However, a clerical error was identified in the salary range for the Chief Deputy Treasurer Tax Collector. The resolution incorrectly lists the salary range as At-Will 115, whereas it should be At-Will 114. All other positions remain correct.



R25-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE
OFFICER TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS
IN THE DEPARTMENT OF HUMAN RESOURCES**

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:

Add the allocation of one full-time permanent Auditor-Appraiser salary range MCPE 70 (new total: Two) in the Assessor's Office,

Add the allocation of one full-time permanent Case Manager I/II/III salary range MCPE 54,58,60 (new total: Six) in Behavioral Health,

Add the allocation of two full-time permanent Staff Services Analyst I/II/III salary range MCPE 66,70,74 (new total: Four) in Behavioral Health,

Add the allocation of one full-time permanent Staff Services Manager salary range MCPE 82(new total: One) in Behavioral Health,

Add the allocation of two full-time permanent Behavioral Health Services Coordinator I/II/III salary range MCPE 62,66,70 (New total: Five) in Behavioral Health,

1 Eliminate the allocation of one full-time Substance Use Disorders Counselor I/II/III,
2 salary range MCPE 54,58,62 (New total: Zero) in Behavioral Health,

3 Eliminate the allocation of one full-time Public Health Equity Officer, salary range At-
4 Will 109 (New total: Zero) in Health and Human Services,

5 Add the allocation of One full-time permanent Community Health Outreach Specialist,
6 salary range MCPE 63 (New total: three) in Health and Human Services,

7 Add the allocation of One full-time permanent Staff Services Analyst I/II/III, salary range
8 MCPE 66.70,74 (New total: Three) in Health and Human Services,

9 Eliminate the allocation of One full-time permanent Assistant Finance Director, salary
10 range At-Will 118 (New total: One),

11 Add the allocation of One full-time permanent Chief Deputy Treasurer-Tax Collector,
12 salary range At-Will ~~115~~ 114 (New total: One),

13 //

14 //

15
16 **PASSED, APPROVED** and **ADOPTED** this _____ day of _____, 2025,
17 by the following vote, to wit:

18 **AYES:**

19 **NOES:**

20 **ABSENT:**

21 **ABSTAIN:**

22
23
24
25
26 Lynda Salcido, Chair
Mono County Board of Supervisors

27
28 **ATTEST:**

29 **APPROVED AS TO FORM:**

30
31 _____
32 Clerk of the Board

County Counsel



R25-002

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE
OFFICER TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS
IN THE DEPARTMENT OF HUMAN RESOURCES**

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:

Add the allocation of one full-time permanent Auditor-Appraiser salary range MCPE 70 (new total: Two) in the Assessor's Office,

Add the allocation of one full-time permanent Case Manager I/II/III salary range MCPE 54,58,60 (new total: Six) in Behavioral Health,

Add the allocation of two full-time permanent Staff Services Analyst I/II/III salary range MCPE 66,70,74 (new total: Four) in Behavioral Health,

Add the allocation of one full-time permanent Staff Services Manager salary range MCPE 82(new total: One) in Behavioral Health,

Add the allocation of two full-time permanent Behavioral Health Services Coordinator I/II/III salary range MCPE 62,66,70 (New total: Five) in Behavioral Health,

1 Eliminate the allocation of one full-time Substance Use Disorders Counselor I/II/III,
2 salary range MCPE 54,58,62 (New total: Zero) in Behavioral Health,

3 Eliminate the allocation of one full-time Public Health Equity Officer, salary range At-
4 Will 109 (New total: Zero) in Health and Human Services,

5 Add the allocation of One full-time permanent Community Health Outreach Specialist,
6 salary range MCPE 63 (New total: three) in Health and Human Services,

7 Add the allocation of One full-time permanent Staff Services Analyst I/II/III, salary range
8 MCPE 66.70,74 (New total: Three) in Health and Human Services,

9 Eliminate the allocation of One full-time permanent Assistant Finance Director, salary
10 range At-Will 118 (New total: One),

11 Add the allocation of One full-time permanent Chief Deputy Treasurer-Tax Collector,
12 salary range At-Will 115 (New total: One),

13 //

14 //

15
16 **PASSED, APPROVED and ADOPTED** this 7th day of January 2025, by the following
17 vote, to wit:

18 **AYES:** Supervisors Duggan, Kreitz, Peters, McFarland, and Salcido.

19 **NOES:** None.

20 **ABSENT:** None.

21 **ABSTAIN:** None.

22
23
24
25 
Lynda Salcido (Jan 15, 2025 15:06 PST)

26 Lynda Salcido, Chair
27 Mono County Board of Supervisors

28 ATTEST:

29 APPROVED AS TO FORM:

30 

31
32 Clerk of the Board



County Counsel



Chief Deputy Treasurer/Tax Collector

FLSA: Exempt	Bargaining Unit/Contract: AT-Will	Reports to: Finance Director
Location: Bridgeport/Mammoth Lakes	Salary/Level: 114	Position Type: Full-Time
EEO Category: 2	BOS approval Date: 01/7/2025	Last Revision: 01/2025

About the role

Under general direction, plan, directs, manages, and oversees the operations of the County Treasurer/Tax Collector's Office; to supervise and evaluate the work of subordinate staff, oversee the maintenance of accurate tax rolls and tax collection records; to assist with investment and cash management of County funds, to serve as the Treasurer/Tax Collector upon the request of the Director of Finance, and to do other work as required.

DISTINGUISHING CHARACTERISTICS

Positions in this class are distinguished from non-supervisory personnel by the exercise of supervisory responsibilities. In addition, incumbents perform a variety of highly complex professional accounting work. This classification is restricted to the Finance Department.

CLASSIFICATIONS SUPERVISED:

Assigned support staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Plans, directs, supervises, and coordinates the operations of the Treasurer/Tax Collector's office including tax notification, collection, accounting, cash management, banking, and remittance of funds received.
- Coordinates accounting and reporting procedures.
- Assists with the investment of public funds, as directed.
- Review and analyze cash flow needs and project funds available for investment.
- Supervises the reconciliation of bank, general ledger cash, daily cash management, and investment revenues.
- Makes final audits of monies received on secured tax collections.

- Maintains current awareness of relevant legislation and makes necessary office procedural changes to implement legislative mandates.
- Oversees collections and audits of the Transient Occupancy Tax Program
- Oversees collection and processing of secured, unsecured, supplemental, and delinquent tax collections and deposits.
- Serves as County Treasurer-Tax Collector in the absence of the Finance Director, or when delegated to do so.
- Monitor and maintain a positive working relationship between the County, the bank and other financial partners.
- Plans and coordinates the annual Tax Sale of Defaulted Property.
- Establish policies, procedures and controls related to the Treasurer-Tax Collector office.
- Research and prepare technical and administrative reports; prepare written communications.
- Plans, directs, organizes, assigns, trains, coaches and evaluates employees.

DESIREABLE QUALIFICATIONS

Knowledge of: (Examples)

- Policies, operations, and functions of the County Treasurer-Tax Collector's office.
- Principles and practices of budget development, preparation, and expenditure control.
- Principles of supervision, training, and performance evaluation.
- Pertinent Federal, State, and local laws, codes, and regulations including those governing County tax collection procedures and treasurer functions.
- Modern office practices, methods, and computer equipment.
- Basic principles and techniques of management and program administration.
- General knowledge of tax assessment procedures.
- Financial records required for maintenance of tax rolls and County tax collection.
- Procedures and laws for the disposal of property with delinquent taxes.
- Principles and procedures of financial and statistical record keeping and reporting.
- Spreadsheet and database applications and operations.

Required Skills: (Examples)

- Analyze, develop, evaluate and modify financial data related to financial management and investments.
- Assist with planning, directing, managing, and overseeing the programs, functions, and operations of the County Treasurer-Tax Collector's office.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Participate in the development and preparation of the assigned budget and expenditure controls.
- Perform the most difficult and complex account and financial record keeping work in the maintenance and updating of County tax rolls.

- Administer the sale and transfer of properties with delinquent tax liens.
- Assist with performing the full range of County Treasurer-Tax Collector functions.
- Interpret, explain, and make recommendations on policies and procedures affecting the County Treasurer-Tax Collector functions.
- Communicate clearly and concisely, both orally and in writing.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Five years of increasingly responsible financial and account record keeping experience including two years of supervisory experience preferably working with the functions of a County Treasurer-Tax Collector office.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in accounting, public administration, business administration, or a related field.

SPECIAL REQUIREMENTS

Possession of a valid driver's license.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods, frequently stand, and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment, including computer, telephone, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment, with frequent contact with staff and the public.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

Departments: Community Development Department

TIME REQUIRED

SUBJECT Long Valley Regional Planning
Advisory Committee (RPAC)
Appointments

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Appointments to the Long Valley Regional Planning Advisory Committee (RPAC).

RECOMMENDED ACTION:

Appoint Tim Sanford to a term expiring December 31, 2026, on the Long Valley RPAC.

FISCAL IMPACT:

None.

CONTACT NAME: Erin Bauer

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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[Staff Report](#)

History

Time	Who	Approval
3/24/2025 2:45 PM	County Counsel	Yes
3/26/2025 8:15 AM	Finance	Yes
3/26/2025 9:42 AM	County Administrative Office	Yes

Mono County Community Development Department

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
commdev@mono.ca.gov

Planning Division

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

April 1, 2025

To: Honorable Chair and Members of the Board of Supervisors

From: Erin Bauer, Planning Analyst, for Rhonda Duggan, Supervisor District #2

Re: Appointment to the Long Valley Regional Planning Advisory Committee

RECOMMENDED ACTION

Appoint Tim Sanford to a one-and-a-half-year term on the the Long Valley Regional Planning Advisory Committee (LVRPAC), as recommended by Supervisor Duggan, expiring December 31, 2026.

FISCAL IMPACT

No fiscal impacts are expected.

DISCUSSION

The LVRPAC may consist of up to nine members. Current membership consists of three members. Supervisor Duggan recommends appointing a new member, Tim Sanford, for a one-and-a-half-year term. Standard term length is four years, and appointing Tim Sanford to a non-standard term length will standardize term renewals and ensure expirations are staggered every two years. The RPAC will consist of four members and five vacant seats. The following summarizes the status of appointments and RPAC membership:

Recommended Appointment

Tim Sanford

Term Expires:

December 31, 2026

Current Members

Laura Beardsley
John Connolly
Haislip Hayes

Term Expires:

December 31, 2026

December 31, 2028

December 31, 2028

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

If you have any questions regarding this item, please contact Erin Bauer at 760-924-4602 or Supervisor Rhonda Duggan.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Reappointments to Mono County
Child Care Council

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Reappointments of three members to the Mono County Child Care Council.

RECOMMENDED ACTION:

1) Reappoint Pam Kobylarz-Heays to the Mono County Child Care Council, for a two-year term beginning March 14, 2025 through March 14, 2027; 2) Reappoint Annaliesa Calhoun to the Mono County Child Care Council, for a two-year term beginning December 17, 2024, through December 17, 2026; 3) Reappoint Molly DesBaillets to the Mono County Child Care Council, for a two-year term beginning January 27, 2025, through January 27, 2027.

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
Roster

History

Time	Who	Approval
3/24/2025 9:54 AM	County Counsel	Yes
3/26/2025 8:16 AM	Finance	Yes

3/26/2025 9:51 AM

County Administrative Office

Yes

Mono County Child Care Council 2024-2025

Membership Roster

Consumers of Child Care	
(BOS) Pam Kobylarz Heays (Chair) Town of Mammoth Lakes Term ends: 3/14/2027	(CSS) Taylor Frank Mono County Office of Education Term ends: 11/9/2025
Child Care Providers	
(BOS) Courtney Powell-Walsh Mono County Office of Education Term ends: 10/16/2025	(CSS) Brooke Bien Mono County Office of Education Term ends: 12/17/2026
Public Agency Representatives	
(BOS) Molly DesBaillets First 5 Mono County Term ends: 1/27/2027	
Community Representative	
(BOS) Annaliesa Calhoun (Vice Chair) First 5 Mono County Term ends: 12/17/2026	(CSS) Vacant
Discretionary Appointees	
(BOS) Vacant	(CSS) Vacant
Program Coordinator	
Kevin Lian Mono County Office of Education klian@monocoe.org	

Legend: BOS–Board of Supervisors; CSS–County Superintendent of Schools



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

Departments: Sheriff

TIME REQUIRED

SUBJECT Interagency Mutual Aid Contract
between Mono County and Mineral
County

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Request the Board of Supervisors to authorize and sign the Mutual Contract between Mono County and Mineral County.

RECOMMENDED ACTION:

Mono County and Mineral County previously entered into an interagency mutual aid contract in 2004, which is still in effect, but due to the passage of time and changes in county officials, the counties wish to reaffirm their commitments to mutual aid by re-entering into a new mutual aid contract at this time.

FISCAL IMPACT:

None.

CONTACT NAME: Sarah Roberts

PHONE/EMAIL: 7609325279 / sroberts@monosheriff.org

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download
Staff Report
Interagency Mutual Aid Agreement - Mineral County

History

Time	Who	Approval
3/24/2025 9:49 AM	County Counsel	Yes
3/26/2025 8:21 AM	Finance	Yes

3/26/2025 1:12 PM

County Administrative Office

Yes

MONO COUNTY SHERIFF

A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

MONO COUNTY SHERIFF'S OFFICE

Clint Dohmen
Undersheriff

DATE: April 1, 2025
TO: The Honorable Board of Supervisors
FROM: Ingrid Braun, Sheriff-Coroner
SUBJECT: Interagency Mutual Aid Contract Between Mono County and Mineral County

RECOMMENDATION:

Request the Board of Supervisors to authorize and sign the Mutual Contract between Mono County and Mineral County.

DISCUSSION:

Mono County and Mineral County previously entered into an interagency mutual aid contract in 2004, which is still in effect, but due to the passage of time and changes in county officials, the counties wish to reaffirm their commitments to mutual aid by re-entering into a new mutual aid contract at this time.

FINANCIAL IMPACT:

The contract is a mutual aid agreement when requested; therefore, there is no financial impact.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "IB", with a stylized flourish at the end.

Ingrid Braun
Sheriff-Coroner

INTERAGENCY MUTUAL AID CONTRACT

Between

MONO COUNTY, CALIFORNIA

And

MINERAL COUNTY, NEVADA

WHEREAS, Mono County is a political subdivision of the State of California; and

WHEREAS, Mineral County is a political subdivision of the State of Nevada; and

WHEREAS, Mono County and Mineral County share a common border; and

WHEREAS, it is in the best interest of both counties and their residents to mutually share law enforcement activities on an as-needed basis; and

WHEREAS, the California Joint Exercise of Powers Act, Section 6500 et seq. of the California Government Code, and the Nevada Revised Statute Section 277.180(1), allow public agencies to contract with other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized to perform; and

WHEREAS, Mono County and Mineral County are public agencies as defined in Nevada Revised Statute Section 277.100 and California Government Code § 6500, and both agencies oversee law enforcement agencies in their jurisdictions; and

WHEREAS, Mono County and Mineral County previously entered into an interagency mutual aid contract in 2004, which is still in effect, but due to the passage of time and changes in county officials, the counties wish to reaffirm their commitments to mutual aid by re-entering into a new mutual aid contract at this time;

NOW THEREFORE, Mono County and Mineral County agree as follows:

1. **Terms of Agreement.** The term of this agreement shall be from January 1, 2025 to January 1, 2027, and may continue for two-year periods thereafter unless terminated with the giving of notice as required below.
2. **Services to be Provided.** Upon request of either public agency, the other agency will provide law enforcement and/or search and rescue assistance. The request must be made by an authorized party of either jurisdiction, holding the rank of Sergeant or higher. The request will be honored by the responding agency unless providing those services will deplete or diminish the levels of law enforcement services required in the responding agency's jurisdiction or will endanger the residents of that jurisdiction.

3. **Agent of Requesting Agency.** Any personnel involved in responding to a request for assistance in the other jurisdiction shall be considered as an agent of the party requesting aid and that requesting agency shall hold the assisting personnel harmless from all claims, liabilities and demands arising out of their performance. The responding personnel shall report to the requesting agency and will, for purposes of this contract, report to the command staff of the requesting agency. For the purposes of this contract, responding personnel shall be entitled to exercise all necessary powers as that of the requesting agency's personnel.
4. **Workers' Compensation Insurance.** Each party to this agreement shall bear their own workers' compensation costs for any injuries arising out of the performance of this contract.
5. **Insurance.** By signing this contract, both agencies represent that they carry liability insurance at an amount sufficient to cover any claims made against assisting personnel.
6. **Indemnification.** It is not the intention of this contract to affect the legal liability of either Mono County or Mineral County by imposing any standard of care other than the standard of care imposed by law. Mono County and Mineral County also agree that each party to this agreement shall fully indemnify and hold harmless the other party from any damage or liability occurring by reason of act or omission of it or its respective officers or employees, under or in connection with any work performed under this contract. The parties to this contract shall jointly defend any action brought by a third party, whether in law or equity, which arises from this agreement. Should a dispute arise over apportionment of liability to a third party or a dispute between parties concerning the contract, any such action shall be heard in a court with jurisdiction over the site of the incident, which created the dispute.
7. **Use of Force or Officer-Involved Traffic Accidents.** If an on-duty officer from one jurisdiction is involved in a use of force incident or traffic accident in the other jurisdiction, the following procedures shall apply.
 - a. The agency of the involved officer shall provide a minimum of one supervisor or investigator to work with the investigating agency.
 - b. The agency of the involved officer may interact and assist with the investigating agency but will not attempt to influence the course or outcome of the investigation.
 - c. Nothing under the terms of this contract will prohibit the jurisdiction in which the incident occurred from requesting assistance from other agencies, including agencies associated with the federal government.
8. **Termination of Contract.** This contract may be terminated by either party prior to the date set forth in paragraph one, without cause, by giving 30 days written notice to the other party.
9. **Entire Contract – Partial Invalidity.** This contract constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by Mono County and Mineral County. This contract specifically supersedes the existing 2004

mutual aid contract between the parties. In the event any provision shall be determined to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect the other or remaining provisions.

10. Construction of Contract. This contract shall be construed and interpreted according to the laws of the State in which the act or omission occurred. The contract will be reasonably construed to effectuate the intent of both parties. As both parties have been represented by counsel, no presumptions shall arise from the identity of the drafter.

11. Notice. Any notices required under the terms of this contract shall be made by either U.S. Mail or by hand delivery to the following:

Mono County Board of Supervisors
P.O. Box 715
Bridgeport, CA 93517

Mineral County Board of Commissioners
P.O. Box 1450
Hawthorne, NV 89415

12. Execution. The parties shall by resolution approve and agree to abide by this agreement, which may be designated as “Interagency Mutual Aid Contract Between Mono County and Mineral County”.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed.

On Behalf of Mono County:

Dated this ____ day of _____, 2025

By: _____
Chair, Mono County Board of Supervisors

By: _____
Sheriff, Mono County, California

ATTEST: _____
Mono County Clerk

Approved as to Form: _____
County Counsel

On Behalf of Mineral County:

Dated this ____ day of _____, 2025

By: _____
Chairman, Mineral County Board of Commissioners

By: _____
Sheriff, Mineral County, Nevada

ATTEST: _____
Mineral County Clerk

Approved as to Form: _____
Mineral County District Attorney



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Budget Adjustment Fiscal Year 24/25
- Behavioral Health Bridge Housing
Grant

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

A budget adjustment is needed to allow for the increase in grant revenue as well as an increase in for the related grant expenses in Behavioral Health. The Behavioral Health Bridge Housing (BHBH) grant will increase appropriations in budget unit 840.

RECOMMENDED ACTION:

Approve budget adjustment for FY 2024-25 as requested or amended, (4/5 vote required).

FISCAL IMPACT:

An increase of \$73,656 in Permanent Salaries and Wages, and an increase of \$57,500 in Special Department Expense. Both increases will be offset with BHBH revenue.

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"/> BH Budget Adjustment Staff Report BHBH Grant
<input type="checkbox"/> ATR Report

History

Time

Who

Approval

3/24/2025 9:42 AM	County Counsel	Yes
3/26/2025 8:21 AM	Finance	Yes
3/26/2025 9:39 AM	County Administrative Office	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors

FROM: Robin Roberts, Mono County Behavioral Health, Director

DATE: April 1, 2024

SUBJECT:

FY 2024-25 Requested Budget Amendment for Behavioral Health Bridge Housing Grant

DISCUSSION:

This item is a request for an increase in revenues and expenses in budgeted appropriations for budget unit 840 – Mental Health. The need for the appropriation increase is due to the Behavioral Health Bridge Housing (BHBH) Grant. This grant revenue will fund a time limited full-time position that will assist with housing navigation, participant assistance, and owner outreach. These funds will also pay for interim housing programs and rental assistance. The budgeted amount is for the remainder of the 24/25 fiscal year and further BHBH grant funds will be included in the FY 25/26 budget.

We propose and request approval for the following adjustments to cover specific overages.

An increase of \$73,656 in Permanent Salaries and Wages, and an increase of \$57,500 in Special Department Expense. Both increases will be offset with BHBH revenue.

SUBMITTED BY:

Jessica Workman, Chief Fiscal Officer, Behavioral Health, Contact: 760.924.1742

COUNTY OF MONO

APPROPRIATION TRANSFER REQUEST

Department:	Behavioral Health	Fiscal Year:	FY 24/25
Budget Unit:	840	Date:	2/20/2025
Prepared by:	Jessica Workman	Phone:	760-924-1742

Revenue adjustment

[illegible]

Expense adjustment

[illegible]

\$0.00

COUNTY OF MONO

APPROPRIATION TRANSFER REQUEST

Explanation

Please address the following for the Budget adjustment requested: (Attach memo if necessary)

1 - Why is there a need for the requested Budget adjustment? What has changed since budget adoption?

The Behavioral Health Bridge Housing (BHBH) Grant was presented to and approved by the County Board of Supervisors on February 11, 2025. The amount of \$131,156.00 is the portion of the grant budgeted for FY 24/25. We will include additional grant funds with the FY 25/26 budget. Minute order attached.

2 - Why are funds available for the budget adjustment? If total is not zero explain where funds are coming from and make a statement of current fund balance before adjustment.

This is a new grant that we applied for after budget adoption. The budgeted revenue for FY 24/25 will go towards hiring staff to assist with housing navigation, participant assistance and owner outreach. It will also pay for shelter and interim housing programs as well as rental assistance.

3 - Is this a non-recurring event or should this be reflected in next years budget?

Additional grant funds will be included with next years budget.

Budget Request detail

☐ Board Approval not required

☒ Board Approval required

☐ Request for Contingency

1. Department Head - Signature

2. Budget Officer - Signature


Robin Roberts (Feb 27, 2025 08:52 PST)



3. Finance Director - Signature

4. CAO - Signature





SUBCONTRACT AGREEMENT SUMMARY COVER SHEET

Subcontract ID	20456-CA BHBH-MONO-01
Effective Date:	2/26/2025
Contractor	<p>ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP) 490-b Boston Post Road, Sudbury, MA 01776-3365 Tel: (978) 443-0055 ♦ Fax: (978) 261-1467</p> <p>AHP Contracting Officer: Reshma Ryan, Acting General Council Tel: (978) 443-0055 (o) / legalnotices@ahpnet.com</p> <p>AHP Project Director: Sabrina Nansteel-Bunt 131 N. El Molino, Suite 380, Pasadena, CA 91101 Tel: 323-924-8250 (o) / snansteel@ahpnet.com</p> <p>AHP Direct Staff Contact: Michael Helmick Deputy Project Director 131 N. El Molino, Suite 380, Pasadena, CA 91101 Tel: 323-843-2750 (c) / mhelmick@ahpnet.com</p>
Subcontractor:	County of Mono ("MONO") Address: P. O. Box 1619, Mammoth Lakes, California 93546, United States Phone: 760-924-1740
Prime Contract Identification:	Client: California Department of Health Care Services Agreement No.: 22-20456 Contract Title: "Behavioral Health Bridge Housing (BHBH)" Program
Subcontract Type:	Deliverable Based-Type Contract
Period of Performance:	2/26/2025 through June 30, 2027
Consideration/Budget:	Professional Services NTE \$1,229,946.00
Billing Terms:	Monthly Invoicing, per Attachments C (SOW) and D (RATE SCHEDULE)
Payment Terms:	Payment remitted fifteen (15) business days after receipt of undisputed invoice.

SUBCONTRACT AGREEMENT
20456-CA BHBH-MONO-01

THIS SUBCONTRACT AGREEMENT (the “Subcontract” or “Subcontract Agreement”) is entered into by and between **ADVOCATES FOR HUMAN POTENTIAL, INC.**, with offices located at **490-B Boston Post Road, Sudbury, MA 01776**, (“AHP” or the “Contractor”), and **COUNTY OF MONO**, with offices at **P. O. Box 1619, Mammoth Lakes, California 93546, United States**(“MONO” or the “Subcontractor” or “County ‘Behavioral Health Agency’” or “County BHA,” also referred to as a “BHA” and, individually a Party and together with AHP, collectively the “Parties”).

WITNESSETH:

WHEREAS the State of California through the Department of Health Care Services (“DHCS”) is administering the Behavioral Health Bridge Housing Program (“BHBH Program”), including noncompetitive predetermined maximum funding to be awarded to county behavioral health agencies (“Behavioral Health Agencies” or “BHAs”) in order to operate bridge housing settings to address the immediate and sustainable housing needs of people experiencing homelessness who have serious behavioral health conditions, including serious mental illness (SMI) and/or substance use disorder (SUD);

WHEREAS the BHBH Program, which was signed into law in September 2022 under Assembly Bill (AB) 179 (Ting, Chapter 249, Statutes of 2022), provided \$1.5 billion in funding through June 30, 2027, to address the immediate housing and treatment needs of people experiencing unsheltered homelessness who have serious behavioral health conditions;

WHEREAS DHCS requires BHAs applying for funding to clearly demonstrate how they will reach these historically underserved client populations that are most in need of supportive services;

WHEREAS BHBH Program funding is available for all bridge housing costs including program implementation, outreach and engagement, bridge housing costs and bridge housing start-up infrastructure costs provided beds are made available within one-year of execution of this Subcontract Agreement unless waived by DHCS;

WHEREAS DHCS has engaged AHP, pursuant to Project No.: 22-20456, hereinafter the “Contract” or “Prime Contract,” to serve as the administrative entity supporting the implementation of the BHBH Program, including reviewing BHBH program plans submitted by the BHAs (each a “BHBH Program Plan”), engaging additional consultants to support the BHBH Program implementation, and providing general grant training and technical assistance during the application process and throughout the life of the BHA’s BHBH Program Plan; and

WHEREAS AHP and Subcontractor desire and have agreed to enter this Subcontract **20456-CA BHBH- MONO-01** in the implementation of the BHBH Program Plan of Subcontractor, Subcontractor desires to pursue its BHBH Program Plan with DHCS acting through AHP pursuant to the Prime Contract.

NOW, THEREFORE, based upon the foregoing premises, and inconsideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

This Subcontract, and its Attachments (collectively, the "Agreement"), constitutes the entire agreement and understanding between the Parties as to the matters set forth herein. It supersedes all prior understandings, written or oral, between the Parties with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those herein expressed. By accepting this Agreement, the Subcontractor agrees to be bound by all terms and conditions and provisions that may be incorporated by reference, and all other Attachments to this Agreement.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement by their duly respective officers as of the day and year last written below.

ADVOCATES FOR HUMAN POTENTIAL ("AHP"):

By: 
Damien Newman
CFO

Date: 2/26/2025

COUNTY OF MONO ("MONO"):

By: 

Date: 2/25/2025

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20456-CA BHBH-MONO-01

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SECTION 1. PRIVACY OF CONTRACT

This Agreement is funded in whole with funds from the State of California Department of Health Care Services ("DHCS" or "Client") through DHCS's BHBH Program. Neither the DHCS nor any of its departments, agencies, or employees is or will be a party to this Agreement or any lower tier subcontract/consulting arrangement. No privity between DHCS and Subcontractor is established by this Agreement, and no privity exists between AHP, DHCS and Subcontractor under the Prime Contract.

SECTION 2. NATURE OF THE SUBCONTRACT

2.1 Type of Subcontract

This is a **Deliverable Based-type Subcontract Agreement**. Subcontractor's account system must be capable of allocating and segregating costs applicable to this Subcontract Agreement.

2.2 Funding

All amounts under this Subcontract Agreement reference US dollars. No costs will be incurred except those specifically proposed by the Subcontractor to and approved by AHP in the Subcontractor's Statement of Work, specified in **Attachment C** ("SOW"), and Subcontractor shall perform the work within the funding allocations/budget/rates, specified in **Attachment D** ("Rate Schedule").

This Subcontract Agreement is entered into, and the obligation to fund is made, based upon the appropriation under the Prime Contract. Should this appropriation or any funds allocated to the Prime Contract be reduced subsequent to entering into this Subcontract Agreement or should the scope of the SOW be redirected by AHP or DHCS so as to affect the work envisioned to be subcontracted, AHP shall have the right to reduce the funds allocated to the Subcontractor pursuant to this Subcontract Agreement or cease to provide funding to the extent that funds are no longer available under the Prime Contract to affect a termination (at its sole discretion) pursuant to the termination provisions of Section 8 of this Agreement.

2.3 Subcontractor's Application This Agreement hereby incorporates by reference, the Request for Applications ("RFA"), Subcontractor's application in response to the RFA (the "Application") and Subcontractor's BHBH Program Plan or DHCS approved Program Plan update, including any associated budget, or DHCS approved associated budget update, incorporated in the BHBH Program Plan. Subcontractor shall comply with the terms and conditions outlined in the RFA, the Application, and Subcontractor's DHCS approved BHBH Program Plan or Program Plan update, including any associated budget, or DHCS approved budget update, incorporated therein.

Total funds currently available for payment and allotted to this Subcontract Agreement are NOT TO EXCEED (NTE) **ONE MILLION, TWO HUNDRED TWENTY-NINE THOUSAND, NINE HUNDRED FORTY-SIX DOLLARS (\$1,229,946.00)**.

SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY

3.1 Period of Performance

The Base performance period is 2/26/2025 , through June 30, 2027, unless sooner terminated in accordance with the terms of this Subcontract Agreement. Any extensions to the period of performance will be supported by a written modification to the Subcontract Agreement, and any changes or additions to the Agreement's SOW deliverables/days of performance shall be determined at that time.

BHBH Program funding must be spent no later than June 30, 2027. BHA funding will be monitored and paid through reimbursement invoicing, based on the achievement of identified milestones provided through required reporting, as outlined below. Changes to the BHBH Program Plan, including the timeline, and budget modifications will be accepted only by written request and must be approved by DHCS. BHA progress will be reviewed annually. If a county BHA is not on track to meet funding deliverables and spend its full contracted amount, DHCS reserves the right to redistribute those grant funds to other eligible county BHAs.

Whenever Subcontractor knows, or reasonably should know, that any actual or potential condition is under delay, or threatens to be under delay, of the timely performance of work, it shall, within ten (10) calendar days, provide AHP with written notice, including all relevant information with respect to the condition(s) and delay.

3.2 Time of the Essence

TIME IS OF THE ESSENCE in Subcontractor's performance of its obligations under this Agreement.

3.3 Delivery Schedule

Satisfactory performance of deliverables shall be deemed to occur upon delivery and acceptance by the Project Director or another appointed AHP Staff ("Staff") of the items as described in the SOW. All deliverables shall be submitted as directed by the Project Director or Staff. In no event shall Subcontractor submit a deliverable directly to the DHCS unless specifically directed to do so by the Project Director/AHP Direct Staff Contact or his/her designee or DHCS.

Upon request, a copy of all written deliverables shall also be delivered to:

Reshma Ryan, Acting General Council
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776
legalnotices@ahpnet.com / (978) 443-0055

3.4 BHBH Program Plan; Reporting and Monitoring

Upon receipt of notice that a Subcontractor's Application is approved, the Subcontractor shall submit its BHBH Program Plan to AHP together with its SOW and payment Schedule as addendum for this Subcontract Agreement. The BHBH Program Plan must include the minimum County BHA program requirements as set forth by DHCS, the RFA, the BHBH Program Plan, and all other applicable local, state, and federal laws (collectively, the "Program Requirements"). The BHBH Program Plan shall include a monitoring and reporting plan that the Subcontractor is responsible for implementing.

Any amendment to the BHBH Program Plan must be submitted to AHP in writing and AHP will forward to DHCS for approval. AHP shall notify the Subcontractor of DHCS' approval or disapproval of any amendment within fifteen (15) days of receipt of such approval or disapproval. No amendment to the BHBH Program Plan shall be valid until DHCS approves the same. The previously approved BHBH Program Plan shall remain in effect until approval is communicated to the Subcontractor by AHP in accordance with the notice provisions of this Subcontract Agreement. Any approved amended BHBH Program Plan shall be incorporated into this Agreement upon such approval.

The Subcontractor shall comply with all reporting and monitoring requirements in the BHBH Program Plan, Program Requirements, or as directed by AHP and DHCS.

SECTION 4. STATEMENT OF WORK / START-UP INFRASTRUCTURE

a) This Agreement is entered under the authority of and in furtherance of the BHBH Program and the RFA issued by DHCS and the Subcontractor's Application. In addition, this Agreement hereby incorporates by reference the Subcontractor's approved Application, BHBH Program Plan, any DHCS approved BHBH Program Plan update, budget, any DHCS approved budget update, and any report submitted by Subcontractor which has relied upon by AHP.

b) The Seventy-five percent (75%) of BHBH Program funding must be used for the costs of operating bridge housing, including shelter and interim housing, rental assistance, auxiliary funding for assisted living settings and housing navigation. Up to twenty-five percent (25%) may be used for (i) Program Implementation, (ii) outreach and engagement, and/or (iii) bridge housing infrastructure start-up costs.

i. Bridge housing infrastructure start-up funding shall be limited to Seventy-five Thousand Dollars (\$75,000) per bed and shall not exceed twenty-five percent (25%) of the total amount of BHBH program funds awarded under this Agreement. All bridge housing infrastructure start-up activities must be complete, and beds made available within one (1) year of execution of this Agreement. The foregoing notwithstanding, DCHS has agreed to waive the one-year requirement for Phase 2 of the Subcontractor's BHBH Program Plan through AHP, provided, that, substantial documentation regarding the ability of the Subcontractor to perform Phase 2 in a timely fashion has been produced to the reasonable satisfaction of AHP and DHCS. Subcontractor shall provide a schedule that demonstrates that the BHBH Project can be completed within the allowable timeline.

ii. If the BHBH Program Plan requires the utilization of BHBH Program funds for the acquisition (or renovation) of real estate, then Subcontractor shall obtain the preapproval

of DHCS, through AHP, and shall provide AHP with evidence of site control. "Site control" shall mean deeded ownership, executed purchase and sale agreement, or other binding agreement to the satisfaction of AHP.

iii. Subcontractor is eligible to receive up to ninety percent (90%) of the costs of acquisition up front upon meeting site control documentation requirements set forth in this Section 4. Upon reconciliation of the expenditure of these up-front funds, Subcontractor is then eligible to receive the balance of the BHBH Program funds for acquisition with reconciliation upon completion of the acquisition.

iv. If the BHBH Program Plan requires funds addressing the renovation of real estate, BHAs are eligible to receive up to fifty percent (50%) of the costs up front upon presentation of documentation that substantiates the expenditure. Upon reconciliation of the expenditure of these up-front funds, the BHA is then eligible to receive the next forty percent (40%) of renovation costs upon the reconciliation of same and a so called "desk review" conducted for all expenditures up to ninety percent (90%), with the balance of the BHBH Program funds with reconciliation upon completion of the remaining expenditures and project completion. Desk reviews under this Agreement shall be inclusive of the documentation required to be retained by the BHA and a random sampling of invoices/charges for expenditures.

v. In order to meet the one (1) year completion requirement, Subcontractor may begin incurring expenses (at its own risk) for reimbursement upon receipt of conditional award by DHCS.

c) For all other BHBH Program Plans, funding will be obtained in increments of twenty-five percent (25%) upon meeting the documentation requirements required by DHCS. BHBH Program projects are subject to review, annually, at AHP's and/or DHCS's sole determination.

d) The Subcontractor's BHBH Program funds as set forth herein shall be used solely for the purposes set forth within this Agreement, the BHBH Program Plan and as detailed in the SOW, contained herein. The Subcontractor shall be solely responsible for any costs to complete the BHBH Program Plan in excess of the funds awarded herein and as set forth in **Attachment D**. The Subcontractor shall return any excess or remaining BHBH Program funds to AHP who will then return them to the State of California upon completion of its BHBH Program Plan.

e) Subcontractor is solely liable and responsible for any increases in costs that exceed those awarded to the Subcontractor under the BHBH Program. In the event costs exceed the funds the Subcontractor has available for its BHBH Program Project, the Subcontractor shall provide a financial plan, to AHP for its review for an increase to its BHBH Program funds within thirty (30) days of having to pay for these additional costs. AHP, at the sole discretion of DHCS, will either approve or deny Subcontractor's request. Neither DHCS nor AHP are obligated to approve any request to increase funding and shall not be liable or responsible for any increased costs necessary for the Subcontractor to complete the BHBH Program Plan.

f) In the event AHP or DHCS determines the BHBH Program is behind schedule and/or may not meet funding deliverables, based upon the monitoring reports submitted by Subcontractor, AHP, at the sole discretion of DHCS, may refuse to disburse additional Program Funds and reduce the amount of the Program Funds.

g) Subcontractor, or any lower-tiered subcontractor or independent consultant, is solely responsible and liable for the Subcontractor's or any lower-tiered subcontractor or independent consultants, performance and compliance with the terms and conditions within this Agreement, and the BHBH Program requirements.

h) AHP reserves the right to subcontract with a third party in order to review and validate any requests for funding, site visits, inspections, reviews, or other items, AHP deems necessary and shall notify Subcontractor of the same.

i) Subcontractor shall maintain an internal quality control program adequate to ensure that the requirements of this Agreement are fully satisfied throughout the term of this Agreement. The work of the Subcontractor and any of its subcontractors and consultants shall be performed in accordance with high standards of professional skill.

SECTION 5. SUBCONTRACTOR TRAVEL

a) Travel ☒ is authorized under this Subcontract Agreement.

b) Travel ☐ is not authorized under this Subcontract Agreement.

Please refer to "Travel and Per Diem Reimbursement" provisions set forth in **Attachment B**.

SECTION 6. CONTRACT ADMINISTRATION DATA

6.1 Contractor Representatives:

The following individual is designated as AHP's Contracting Officer, and is authorized to direct or negotiate any changes in the SOW, modify or extend the period of performance, change the delivery schedule, authorize reimbursement to Subcontractor of any costs incurred during the performance of this Agreement, or otherwise change any terms and conditions of this Agreement:

Reshma Ryan, Acting General Council
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776
legalnotices@ahpnet.com / (978) 443-0055

The following individual(s) is/are designated for purposes of administering the contractual progress of the Agreement, and for purposes of providing technical direction and guidance:

AHP Direct Staff Contact: Deborah Werner, Project Director
131 N. El Molino, Suite 380, Pasadena, CA 91101
Tel: 818-999-6985 (o) / dwerner@ahpnet.com

6.2 Subcontractor Representatives:

The following individual is designated as Subcontractor's Contracting Officer and is authorized to conduct business, negotiate modifications and changes to any terms and conditions of this Agreement:

Sandra Moberly, County Administrative Officer
Name/Title

Smoberly@mono.ca.gov, 760-924-5410
Email/Phone

The following individual is designated as Subcontractor's Project Manager for purposes of administering this Agreement:

Amanda Greenberg, Behavioral Health Program Manager: Quality Improvement
Name/Title

Agreenberg@mono.ca.gov, 760-924-1754
Email/Phone

6.3 Compensation, Billing Instructions, and Payment

- a) This is a Deliverables Based Subcontract Agreement, with a not to exceed ("NTE") amount of **ONE MILLION, TWO HUNDRED TWENTY-NINE THOUSAND, NINE HUNDRED FORTY-SIX DOLLARS (\$1,229,946.00)**. Subcontractor shall be paid in accordance with **Attachment D**. In addition, all Subcontractor costs are subject to allowability and reasonableness, and any restrictions contained in the Prime Contract.
- b) Invoices shall be submitted per **Attachments C and D**, no more frequently than quarterly, submitted on letterhead, and shall provide sufficient detail, including at least the following information on each invoice:
 - i. Subcontractor's Name
 - ii. Subcontractor's TIN/EIN
 - iii. Subcontract Agreement ID: **20456-CA BHBH-MONO-01**
 - iv. Invoice No.
 - v. Invoice Date
 - vi. **AHP's Project & Billing Number(s) applicable to the tasks/deliverables invoiced, as per the SOW, attached.**
 - vii. Amount Due on the Invoice.
 - viii. Other substantiating documentation or information as may be requested by AHP.

- ix. An original signature of an authorized official of Subcontractor, with the following certification: "I hereby certify that all payments requested are for appropriate purposes and in accordance with the terms and conditions set forth in the Agreement between the Parties."
 - x. Name/title/telephone number of the person to contact in case of questions about the invoice.
 - xi. Name, title, phone number, and mailing address of official to whom payment is to be sent.
- c) The cost of overnight or courier delivery of invoices are not reimbursable under this Subcontract.
- d) Invoices shall be sent electronically to: AP2@AHPNET.COM. Upon receipt of an Invoice, proper in form, and accepted and approved by AHP (***approval of the Invoice shall mean that AHP's Project Director or assigned AHP staff has reviewed, accepted, and signed the Invoice***), payment shall be remitted within fifteen (15) business days after receipt of undisputed invoice. All payment questions shall be addressed to AHP Accounts Payable at (978) 443-0055.
- e) Subcontractor's right to payment shall be contingent upon AHP's review of the Invoices and backup documentation provided for in this Agreement, together with any attachments, and that the review shall demonstrate the achievement of satisfactory performance against the SOW in **Attachment C** and the BHBH Program Plan. Should Subcontractor's lack of satisfactory performance endanger Subcontractor's ability to complete the BHBH Program Plan and SOW, a cure notice shall be issued to Subcontractor. Subcontractor shall respond in five (5) business days with a plan to cure such notice. Should the cure not be feasible, or if the cure fails within the agreed upon time frame, AHP may terminate the Subcontract Agreement immediately upon written notice.
- f) Supporting Documentation: Subcontractor shall provide such supporting documentation for invoices as may be requested by AHP, or as may be necessary for compliance with AHP's billing to the Client.
- g) In satisfaction of the Subcontractor's obligation to complete the task(s) called for in **Attachment C, "Statement of Work,"** the Subcontractor shall provide the deliverable(s) specified within the period of performance of this Agreement. If, at any time, Subcontractor falls behind meeting the funding deliverables, disbursement of BHBH Program funds may be discontinued, and Subcontractor may not be entitled to any further disbursements of BHBH Program funds, at the sole discretion of DHCS, subject to any applicable notice and cure provisions.
- h) Upon budget approval for all bridge housing infrastructure start-up costs, and an approved budget for BHBH Program Plan project, or any DHCS approved updates to those documents, AHP and DHCS may fund those costs based upon the two options described below:
- i. Reimbursement for costs, submitted to AHP by invoice, incurred by Subcontractor that shall require approval by AHP. Subcontractor shall also submit reports and

- photos documenting the Program's progress; or
- ii. Advance payments in accordance with the approved BHBH Program funds and milestone schedules set forth in Section 4, above. Funds shall be disbursed upon AHP receiving and approving a cost reimbursement form from the Subcontract, together with any other reasonable documentation requested by AHP.

6.4 Final Payment and Closeout

Subcontractor must invoice for all final costs within ninety (90) days following completion of this Agreement and will provide all documentation necessary for a timely closeout of this Agreement including the submission of a "Final Invoice," a "Release of Claims," "Assignment of Refunds," and/or other closeout documents as may be required or reasonably requested by AHP. Payment of the Final Invoice may be withheld, pending completion and acceptance by AHP of all work performed, submission of all required documentation and/or substantiation of all work performed or delivered, and submission of all required administrative forms and technical reports. These rights and obligations shall survive the termination of this Subcontract Agreement.

SECTION 7: CHANGES AND MODIFICATIONS

- a) Changes to this Agreement shall not be binding unless mutually agreed in writing, signed by both Parties'. No handwritten changes shall be effective unless initialed by each Contracting Officer.
- b) If any change causes an increase or decrease in the budgeted cost for performance of any part of the work under this Agreement, Subcontractor shall propose a new budget. Upon AHP and DHCS' approval of the revised budget, AHP shall issue a notice to the Subcontractor containing that revised budget. Subcontractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt. If the Subcontractor fails to assert a claim for adjustment within thirty (30) days or if the Subcontractor does not have any claims for adjustment to assert, then the DHCS approved revised budget shall be incorporated into this Subcontract by reference, as so amended and accepted, and the Subcontractor shall comply with the terms of that DHCS approved revised budget, as if set forth in the original budget and a part of the original Attachment to this Subcontract.
- c) Failure to obtain approval under Section 7 of any adjustment on a timely request that is submitted within the thirty (30) day period allowed shall be deemed a dispute concerning a question of fact within the meaning of Section 13 of this Subcontract Agreement entitled "Disputes/Applicable Laws," below. Notwithstanding any failure to agree to any such adjustment, Subcontractor shall diligently proceed with the work as changed.
- d) AHP and/or DHCS may request additional Subcontractor documentation, signatures, missing items, or omitted information during the response review process. AHP and/or DHCS will advise the Subcontractor verbally, by fax, email or in writing of any documentation that is required and the submission timeline. Subcontractor's failure to submit the required documentation by the date and time indicated may cause AHP or DHCS to deem a response nonresponsive and eliminate it from further consideration.
- e) The foregoing notwithstanding, should either Party desire during the term of this Agreement to change or modify a term, such changes or modifications shall be proposed in writing to the other Party, who will respond in writing within thirty (30) days of receipt as to whether the

proposed change/modification is accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made consistent with the provisions of Section 7.

SECTION 8: CANCELLATION / TERMINATION

- a) AHP may terminate this Agreement upon thirty (30) days' notice if the Prime Contract is terminated by DHCS, if any breach under this Subcontract Agreement remains uncured per the provisions hereunder and/or if AHP is directed by DHCS to terminate this Agreement.
- b) Upon receipt of a notice of termination or cancellation from AHP, Subcontractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- c) The Subcontractor shall be entitled to payment from all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable. Upon termination of this Agreement for any reason, neither AHP nor DHCS shall be liable for any work that is not performed in accordance with this Agreement.

SECTION 9: SUBCONTRACTOR OBLIGATIONS

9.1 Subcontractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under this Agreement.

9.2 Subcontractor shall comply with all Program Requirements, including any related DHCS guidance, regulations, and/or subsequent additions or amendments thereto. Should these requirements change through state and/or federal statute or regulations, the Subcontractor shall maintain compliance with those requirements, as directed by AHP.

9.3 AHP may perform inspections, review procedures, documents pertaining to the SOW, the BHBH Program Plan and other elements of this Agreement, perform on-site visits, desk reviews to ensure Subcontractor's compliance with Sections 9.1 and 9.2, above, as well as protect against fraud, waste, and abuse.

9.4 In the event Subcontractor does not comply with Sections 9.1 and 9.2, above, AHP shall give notice in accordance with this Agreement and have all of the rights set forth in Section 8, above, and within the entirety of this Agreement.

9.5 Upon AHP's request or upon a determination of DHCS', Subcontractor shall allow DHCS and AHP to review Subcontractor's records pertaining to the BHBH Program Requirements, this Agreement, including without limitation, the SOW, the BHBH Program Plan, and any other elements of the BHBH Program and this Agreement to ensure funds were properly charged.

SECTION 10: DATA COLLECTION AND PERFORMANCE

10.1 Subcontractor is subject to any data collection and reporting requirements set forth by the Prime Contract when conveyed to the Subcontractor by AHP. Subcontractor shall provide supporting documentation as may be requested by AHP, or as may be necessary for compliance with AHP's obligations to DHCS. Additionally, Subcontractor shall comply with all reporting and monitoring requirements set forth in the BHBH Program Plan and the Program

Requirements. The foregoing data collection and reporting requirements as well as the reporting and monitoring requirements herein are in addition to, and not in substitution of, any and all requirements set forth in this Agreement and this

Section 10.1 is not intended to limit or reduce such requirements previously set forth in this Agreement.

10.2 Monitoring and Site Inspection

- a) The Subcontractor shall be subject to monitoring by AHP and/or DHCS for compliance with the provisions of this Agreement. Such monitoring activities shall include, but are not limited to, inspection of the Subcontractor's procedures, books, and records pertaining to the BHBH Program Requirements, this Agreement, including without limitation, the SOW, the BHBH Program Plan, and any other elements of the BHBH Program and this Agreement, as AHP and/or DHCS deem appropriate. AHP and/or DHCS may conduct monitoring activities at any time during the Subcontractor's normal business hours.
- b) AHP and/or DHCS may conduct reviews of the Subcontractor's records pertaining to the BHBH Program Requirements, this Agreement, including without limitation, the SOW, the BHBH Program Plan, and any other elements of the BHBH Program and this Agreement to determine if any of the claimed expenditures were an improper use of funds.
- c) The refusal of Subcontractor to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for AHP to complete its monitoring and inspection activities in accordance with this Section 10 constitutes an express and immediate material breach of this Agreement and will be a sufficient basis to terminate this Subcontract Agreement for cause pursuant to Section 8.

SECTION 11: ORGANIZATIONAL CONFLICT OF INTEREST

Subcontractor warrants to the best of its knowledge and belief at this time, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest ("OCI"), as defined in Federal Acquisition Regulations ("FAR") Subpart 9.5, or that Subcontractor has disclosed all such relevant information, and will disclose any actual or potential OCI that is discovered, including a description of activities that Subcontractor has taken or proposes to take, after consultation with the AHP

Contracting Officer, to avoid the conflict. During the term of this Agreement, Subcontractor shall not enter into other contracts or arrangements or otherwise engage in work that will conflict with the Parties' relationship of trust and cooperation or that may otherwise conflict with the Subcontractor's obligations pertaining to the BHBH Program Requirements, this Agreement, including without limitation, the SOW, the BHBH Program Plan, and any other elements of the BHBH Program and this Agreement.

SECTION 12: INDEMNIFICATION

- a) Subcontractor shall indemnify and hold harmless AHP and DHCS and their officers, employees and agents for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements, or penalties, against all liabilities, claims, suits, demands or liens for damages to persons or property ("Claims," unless such Claims arise from the gross negligence or willful misconduct of AHP or DHCS), arising out of, resulting from, or relating to, the following:
- i. Any act, omission, or statement of the Subcontractor, or any person employed by or engaged under contract with the Subcontractor that results in injury (including death), loss, or damage to any person or property;
 - ii. Any failure on the part of the Subcontractor to comply with applicable government requirements and requirements of law;
 - iii. The failure to maintain the insurance policies required by this Subcontract Agreement, or the work performed, inclusive of Intellectual Property infringement, if applicable, under this Subcontract Agreement. Insurance coverage that may be required shall in no way lessen or limit the liability of Subcontractor under the terms of this obligation;
 - iv. Any failure on the part of the Subcontractor to satisfy all claims for labor, equipment, materials, and other obligations relating to the performance of the work hereunder;
 - v. Any injury to property or person occurring on or about the infrastructure or the property of Subcontractor;
 - vi. Any actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this Agreement, provided the Subcontractor is reasonably notified of such claims and proceedings; and
 - vii. Any actual or alleged unauthorized use or disclosure of any trade secret, confidential information or other proprietary interest, work product, or other information owned by the Government, DHCS or AHP under the terms of this Agreement.
- b) Subcontractor shall indemnify under this Section 12 for any of the above acts attributable to its employees, consultants, agents, and/or lower-tiered subcontractors/independent consultants engaged in performance of the work under this Agreement.
- c) This indemnification shall survive the expiration or termination of the Agreement.

SECTION 13: DISPUTES/APPLICABLE LAWS

13.1 Disputes

Any dispute arising out of, or relating to, this Agreement that is not resolved by the good faith efforts of the Parties, shall be settled by submission to a panel consisting of one arbitrator under the Commercial Rules of the American Arbitration Association (AAA"). The Parties shall bear equally the costs assessed by the AAA, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Venue for the arbitration shall be in Mono County, California. The decision of the arbitrator shall be final, conclusive, and unappealable, except in the event of fraud or the arbitrator's failure to disclose a

material conflict of interest. The prevailing Party, in addition to any damages awarded by the arbitrator, shall be entitled to costs and reasonable attorneys' fees, the amount of which shall be determined by the arbitrator, in the event the Parties are unable to agree.

☒ In the event of a dispute, the Parties shall first try to resolve the dispute by escalating it to higher levels of management to negotiate in good faith. If negotiations are unsuccessful, any controversy, dispute or disagreement arising out of or relating to this Agreement, its breach, or its subject matter, shall be conducted in a court of competent jurisdiction in Mono County, California. Any party bringing an action must comply with all applicable laws relating to claims against public entities, including the time limitations and manner of claim presentation prescribed by Chapter 2, commencing with Section 910 of Part 3 (Claims Against Public Entities) of Division 3.6 of Title 1 of the California Government Claims Act.

If a Party checks the box, then the provisions of Arbitration before the Commercial Rules of the AAA are inapplicable.

13.2 Applicable Laws

Subcontractor agrees to comply with the applicable provisions of federal, state, and local laws or ordinances, and all orders, rules, and regulations issued thereunder, and in such a manner that the name of the other party will not be discredited. Where a FAR provision or clause, or any other federal statute, regulation, or clause is incorporated in or applicable to this Agreement or work being performed under it, federal law shall govern the interpretation and application thereof. If federal law is not applicable, the appropriate law of the State of California shall apply, exclusive of that body of laws known as conflicts of law. This Section 13 shall survive the expiration or termination of the Subcontract Agreement.

- a) If the Subcontractor fails to comply with federal statutes, regulations, or terms and conditions of this Agreement, AHP may impose additional conditions on the Subcontractor, including:
 - i. Withholding authority to proceed to the next phase until receipt of evidence acceptable of performance within a given performance period
 - ii. Requiring additional or more detailed financial reports;
 - iii. Requiring technical or management assistance; and/or
 - iv. Establishing additional prior approvals.
- b) In the event AHP and/or DHCS determines that the Subcontractor's noncompliance cannot be remedied by imposing additional conditions, AHP may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the Subcontractor.
 - ii. Disallow all or part of the cost of the activity or action not in compliance.
 - iii. Wholly or partly suspend the Subcontract Agreement activities or terminate the Subcontract Agreement.
 - iv. Withhold entering into further agreements for the BHBH Program.

- v. Take any and all other remedies that may be legally available.

SECTION 14: CERTIFICATIONS

By signature to this Subcontract Agreement, Subcontractor makes the following Representations and Certifications:

- a) Debarment and Suspension: Neither Subcontractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible nor voluntarily excluded by any Federal department or agency from participating in transactions. Any change in the debarred or suspended status of the Subcontractor (or of its principals) during the life of this Subcontract Agreement will be reported immediately to AHP. Subcontractor shall incorporate this Debarment and Suspension certification into any subcontract that it may enter into as a part of this Subcontract.
- b) Prohibition To Perform Duties: Subcontractor is not prohibited, precluded, or restricted from performing the duties required under the SOW and the BHBH Program Plan, due to previous employment obligations, restrictions, commitments, or agreements that Subcontractor has with any other federal, state, and local government agency.
- c) Federal Civil Rights Act/Equal Opportunity: Subcontractor will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, or national origin.
- d) Labor Laws: Subcontractor certifies that it complies with all applicable labor laws, including, but not limited to, the Walsh-Healy Act and the Contract Work Hours and Safety Standards Act (41 U.S.C. 51-58) regarding overtime compensation.
- e) Americans with Disabilities Act: Subcontractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and Americans with Disabilities Act of 1973 as amended (29 U.S.C 794(d)) and regulations implementing that Act as set forth in in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the ACT requiring accessibility of electronic and information technology.
- f) Employee Compliance: Subcontractor will require all employees, entities and individuals providing services in connection with the performance of this Subcontract to comply with the provisions of this Agreement and with all Federal, State, and local laws and regulations in connection with this work.
- g) Code of Ethics: Subcontractor has a Code of Ethics addressing at least the following areas: accurate accounting records and reporting; gifts and entertainment to Government customers; hiring of former government employees; protection of Government proprietary and source selection information; extending and receiving business courtesies; and personal and organization conflicts of interest.
- h) Age Discrimination Act of 1975 (45 CFR Part 90).
- i) Section 1557 of the Affordable Care Act.
- j) Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended, and 2
- k) CFR Part 175.

- l) Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control ACT (33 USC 1251-1387), as amended.
- m) Byrd Anti-Lobbying Amendment (31 USC 1352): The Subcontractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award.
- n) Confidentiality of Substance Use Disorder Patient Records: (42 CFR Part 2, Subparts A-E). The Subcontractor shall comply with the regulation set forth in 42 CFR Part 2, Subparts A-E, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

SECTION 15: RECORDS AND RECORD KEEPING

- a) The Subcontractor shall retain all financial records, supporting documents, statistical records, and all other pertinent records in accordance with 45 CFR Section 75.361.
- b) AHP, SAMHSA, the Inspector General, the Controller General, and DHCS, as applicable, or any of its authorized representatives, have the right to access any pertinent documents, papers, or other records of the Subcontractor pertaining to the BHBH Program Requirements, this Agreement, including without limitation, the SOW, the BHBH Program Plan, and any other elements includes timely and reasonable access to the Subcontractor's personnel for the purpose of interview and discussion related to the requested documents of the BHBH Program and this Agreement, for the purpose of performing audits, examinations, excerpts, and transcripts. The right to access records also includes timely and reasonable access to the Subcontractor's personnel for the purpose of interview and discussion related to the requested documents.
- c) The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Subcontractor.

SECTION 16: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION

- a) Invoices, received from a Subcontractor and accepted and/or submitted for payment by AHP, shall not be deemed evidence of allowable agreement costs under this Subcontractor Agreement.
- b) The Subcontractor shall maintain for review and audit and supply to AHP upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- c) If the allowability or appropriateness of an expense cannot be determined by AHP because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by AHP. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

- d) Costs and/or expenses deemed unallowable are subject to recovery by AHP. See Section 17, "Recovery of Overpayments," below, for more information.

SECTION 17: RECOVERY OF OVERPAYMENTS

- a) Subcontractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by AHP by one of the following options:
- i. Subcontractor's remittance to AHP of the full amount of the audit exception within thirty (30) days following AHP request for payment; or
 - ii. A repayment schedule which is agreeable to both AHP and the Subcontractor.
- b) AHP reserves the right to select which option will be employed and the Subcontractor will be notified by AHP in writing of the claim procedure to be utilized.
- c) Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the California State Treasurer's Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Subcontractor, beginning thirty (30) days after the Subcontractor's receipt of AHP's demand for repayment.
- d) If the Subcontractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Subcontractor loses the final administrative appeal, the Subcontractor shall repay, to AHP, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Subcontractor's first receipt of AHP's notice requesting reimbursement of questioned audit costs or disallowed expenses.

SECTION 18: BEST EFFORTS

During the term of this Agreement, Subcontractor shall use Best Efforts in order to satisfy all the requirements of the Work to be performed under this Agreement, **Attachment C**, and the BHBH Program Plan.

THIS AGREEMENT CONSISTS OF NINETEEN (19) TYPEWRITTEN PAGES, TOGETHER WITH THE ATTACHMENTS IDENTIFIED BEOW ON PAGE 20 ("LIST OF ATTACHMENTS") AND COMMENCING ON PAGE 21 WITH ATTACHMENT A, STANDARD SUBCONTRACT TERMS AND CONDITIONS, AND ALL OF WHICH ARE HERBY INCORPORATED INTO THIS SUBCONTRACT AGREEMENT.

LIST OF ATTACHMENTS

<u>TITLE</u>	<u>No. of Pages</u>
Attachment A – Standard Subcontract Terms and Conditions	1
Attachment B – Special Terms and Conditions	25
Attachment C – Statement of Work	1
Attachment D – Rate Schedule	1
Attachment E – Intentionally Left Blank	1
Attachment F – Special Real Estate Requirements	7
Attachment G – Subcontractor Certification	7
Exhibit G – EO Sanction Notification	1

ATTACHMENT A-STANDARD SUBCONTRACT TERMS AND CONDITIONS

Headings: Headings are for convenience of reference only and shall in no way affect interpretation of this Agreement.

Independent Contractor: Subcontractor is engaged as an independent contractor, and this Agreement shall not be construed as creating any other relationship. Subcontractor shall comply with all laws and assume all risks incident to its status as independent contractor, and necessary to comply with specific requirements of this Agreement, including, but not limited to, payment of all applicable federal/state income taxes, associated payroll/business taxes, and licenses and fees, as applicable.

No Agency: Subcontractor, its employees, agents or assigns, shall not represent, act or purport to act, or be deemed to be an agent, representative, or employee of AHP, or commit or obligate AHP to any other person or party.

No Assignment: This Agreement, or any duties/obligations imposed shall not be assigned, delegated, or otherwise transferred.

Changes to be Made in Writing: Unless otherwise specified that AHP may make a unilateral modification, no understanding, agreement, modification, change order, or other matter affecting this Subcontract shall be binding, unless in writing, signed by both Parties' Contracting Officer. No handwritten changes shall be effective unless initialed by each Contracting Officer.

Limitation of Liability upon Termination: AHP's maximum aggregate liability to Subcontractor is limited to the total dollar amount of work properly performed by Subcontractor up to the effective date of termination, together with any *authorized* travel, or *authorized* expenses incurred under the Subcontract that cannot be canceled. AHP is not liable for any special, indirect, incidental, consequential, or punitive damages, nor for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Subcontract, even if advised of the possibility of such damages.

Force Majeure: Neither Party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Causes may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; quarantine restrictions; labor disputes; strikes; defaults of subcontractors/vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/regulation/request of a state or local governmental entity, the US Government, or of any agency, court, commission, or other instrumentality of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the Party whose performance is affected promptly notifies the other of the existence and nature of such delay.

Scientific Misconduct: Subcontractor shall immediately report to AHP any instance of scientific misconduct or fraud related to performance of work under this Agreement.

Notices: Notices shall be in writing, sent by USPS Certified Mail-RRR, in electronic form or any overnight delivery/courier service, and notice shall be deemed given when personally delivered, (or three (3) days after being sent by prepaid certified U.S. mail).

Litigation: Subcontractor shall provide written notice to AHP of any litigation that relates to this Subcontract, or that has the potential to impair its ability to fulfill this Contract, including but not limited to. Financial, legal, or other situations. **Publicity:** Without prior written approval of the other, neither Party shall use the other's name or make reference to the other Party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing Party's reasonable control. Use of either Party's name may be made in internal documents, annual reports, proposals, etc. which may identify the existence of the project by title, principal investigator or project director, sponsor, period of funding, amount of award and brief abstract of the project. This section shall survive expiration/termination of this Subcontract Agreement. **Restrictions on Hiring:** During the period of this Agreement, and for a period of two (2) years after its termination, neither Party shall directly or indirectly, induce or solicit (or authorize or assist in the taking of any such actions by any third party) any employee or consultant of the other Party to leave his/her business association with that Party. Parties are not restricted in the right to solicit or recruit generally in the media.

Survival: Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration/termination of this Subcontract.

Validity and Waiver: The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. Waiver of a breach of any provision shall not constitute a waiver of any subsequent breach of that provision, or a breach of any other provision. AHP's failure to enforce any provision of this Agreement shall not be construed as a waiver. Only AHP's Contracting Officer has the authority to waive any term or condition of this Subcontract on behalf of AHP.

Interpretation: This Contract shall be interpreted and construed in accordance with its fair meaning, and not strictly for or against either Party, regardless of who may have drafted it or any specific provision.

Counterparts/Other Instruments: The Parties may execute this Contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. The Parties shall properly make, execute, and deliver such other and further instruments as may be reasonable, necessary, desirable, or convenient to give full force and effect to this Agreement.

Binding Effect: This Agreement shall be binding upon the Parties, their successors, and assigns.

Attachment B

Special Terms and Conditions

(Under DHCS Agreement No. 22-20456-BHBH)

Waiver of Terms and Conditions. It is understood that DHCS may, in its sole discretion, through AHP and the Subcontractor's BHBH Program Plan, waive, in whole or in part, in writing any of the terms and provisions of this Attachment B. Any such waiver shall be in writing and without prejudice to DHCS's rights in respect to any other terms or provisions therein. Except as specifically set forth in writing, no further waivers of any terms or provisions contained in this Attachment B shall be construed as a waiver of any subsequent terms or provisions herein.

1. Travel and Per Diem Reimbursement
2. Site Inspection
3. Intellectual Property Rights
4. Left intentionally blank
5. Confidentiality of Information
6. Documents, Publications and Written Reports
7. Subcontract Requirements
8. Left intentionally blank
9. Performance Evaluation
10. Progress Reports or Meetings
11. Progress Payment Withholds
12. Left intentionally blank

13. Legal Services Contract Requirements
14. Four-Digit Date Compliance
15. Prohibited Use of State Funds for Software
16. Insurance Requirements
17. Procurement Rules
18. Equipment/Property Ownership / Inventory / Disposition
19. Left intentionally blank
20. Suspension or Stop Work Notification
21. Public Communications
22. Audit and Record Retention

1. Travel and Per Diem Reimbursement

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

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

2. Site Inspection

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

3. Intellectual Property Rights

a) Ownership

- i. Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement.
- ii. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- iii. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those

final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

- iv. In the performance of this Agreement, Subcontractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Subcontractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Subcontractor shall not use any of AHP's or DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Subcontractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Subcontractor accesses any third-party Intellectual Property that is licensed to DHCS, Subcontractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third- party's license agreement.
- v. Subcontractor agrees to cooperate with AHP and/or DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Subcontractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Subcontractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Subcontractor or DHCS and which result directly or indirectly from this Agreement, or any subcontract entered into by Subcontractor.
- vi. Subcontractor further agrees to assist and cooperate with AHP and/or DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b) Retained Rights / License Rights

- i. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement, Subcontractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Subcontractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Subcontractor's

Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Subcontractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

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

c) Copyright

- i. Subcontractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] of authorship made by or on behalf of Subcontractor in connection with Subcontractor's performance of this Agreement shall be deemed "works made for hire". Subcontractor further agrees that the work of each person utilized by Subcontractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Subcontractor or that person has entered into an agreement with Subcontractor to perform the work. Subcontractor shall enter into a written agreement with any such person that: (i) all work performed for Subcontractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement.
- ii. All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2023, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d) Patent Rights

- i. With respect to inventions made by Subcontractor in the performance of this Agreement, which did not result from research and development specifically, included in the Agreement's scope of work, Subcontractor hereby grants to

DHCS a license as described under Paragraph b of this provision for devices or material incorporating, or made through the use of such inventions.

- ii. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Subcontractor agrees to assign to DHCS, without additional compensation, all its right, title, and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e) Third-Party Intellectual Property

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

f) Warranties

Subcontractor represents and warrants that:

- i. It is free to enter into and fully perform this Agreement.
- ii. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- iii. Neither Subcontractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Subcontractor.
- iv. Neither Subcontractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.

- v. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers, or releases from all authors of music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- vi. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
- vii. It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- viii. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subcontractor's performance of this Agreement.
- ix. DHCS makes no warranty that the intellectual property resulting from this agreement does not infringe upon any patent, trademark, copyright, or the like, now existing or subsequently issued.

g) Intellectual Property Indemnity

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

irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at, any such infringement action brought against DHCS.

- ii. Should any Intellectual Property licensed by the Subcontractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Subcontractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel in any such claim or action. In the defense or settlement of the claim, Subcontractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- iii. Subcontractor agrees that damages alone would be inadequate to compensate AHP or DHCS for breach of any term of this Section 4 by Subcontractor. Subcontractor acknowledges AHP and/or DHCS would suffer irreparable harm in the event of such breach and agrees AHP and/or DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h) Federal Funding

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

i) Survival

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

4. Left intentionally blank

5. Confidentiality of Information

Subcontractor, Lower-tiered Subcontractors, Employees, and Agents:

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

The foregoing notwithstanding, to the extent that the requirements set forth in (a) through (f), above, directly conflict with any federal or state law to which the Subcontractor is subject to, then such federal or state law shall apply.

6. Documents, Publications and Written Reports

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

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

7. Subcontract Requirements

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

- a. Prior written authorization will be required before the Subcontractor enters into or is reimbursed for any subcontract's entered into by Subcontractor for services costing \$5,000 or more. Except as indicated in subparagraph (c) herein, when securing subcontracts for services exceeding \$5,000, the Subcontractor shall obtain at least three bids or justify a sole source award.
- b. The Subcontractor must provide in its request for authorization all information necessary for evaluating the necessity or desirability of incurring such cost. DHCS may identify the information needed to fulfill this requirement.
- c. Subcontracts performed by the entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - i. A local governmental entity or the federal government,
 - ii. A State college or State university from any State,
 - iii. A Joint Powers Authority,
 - iv. An auxiliary organization of a California State University or a California Community college,
 - v. A foundation organized to support the Board of Governors of the California Community Colleges,
 - vi. An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - vii. Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of a proposal for funding or pre/post contract award negotiations,
 - viii. Entities and/or service types identified as exempt from advertising and competitive bidding in [State Contracting Manual Chapter 5 Section 5.80 Subsection B.2](#), and
 - ix. Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.
 - x. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority

- d. If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or \$50,000, whichever is less and each subcontract is not with an entity or of a service type described in subparagraph (c) of Provision 7 herein, DHCS shall:
 - i. Obtain approval from the Department of General Services to use said subcontracts, or
 - ii. If applicable, obtain a certification from the prime subcontractor indicating that each of the lower-tiered subcontractor's was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or
 - iii. Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.
- e. When the conditions of subparagraph (b) apply, each of Subcontractor's subcontracts that is not with a type of entity or of a service type described in subparagraph (c) of Provision 7 herein, shall not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS shall inform the Subcontractor when DHCS has obtained appropriate approval to use said subcontractors.
- f. AHP and DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Subcontractor to terminate subcontracts entered into in support of this Agreement.
- g. Upon receipt of a written notice from AHP or DHCS requiring the substitution and/or termination of a subcontract, the Subcontractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within thirty (30) calendar days, unless a longer period is agreed to by AHP and DHCS
- h. INTENTIONALLY OMITTED.
- i. INTENTIONALLY OMITTED.
- j. Actual subcontracts (i.e., written agreement between the Subcontractor and another subcontractor) of \$5,000 or more are subject to the prior review and written approval of AHP and DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

- k. Subcontractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- l. DHCS assumes no responsibility for the payment of Subcontractor's subcontractors used in the performance of the Agreement. Subcontractor accepts sole responsibility for the payment of any of its subcontractors used in the performance of this Agreement.
- m. The Subcontractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- n. When entering into a consulting service agreement with DHCS, the Subcontractor may be required to supply budget detail for each of its subcontractors and/or each major subcontracted activity under this Agreement.
- o. Budget detail format and submission requirements will be determined by DHCS.
- p. Methods of including budget detail in this Agreement, if applicable, will be determined by DHCS.
- q. Any lower-tiered subcontractors' budget detail displayed in this Agreement, or incorporated by reference, is included for information purposes only. Changes to a lower-tiered subcontractor's identity or budget detail shall not require the processing of a formal amendment to this Agreement.
- r. The Subcontractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- s. The Subcontractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

“Subcontractor agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Subcontractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers,

and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.”

- t. Unless otherwise stipulated in writing by DHCS, the Subcontractor shall be its subcontractor’s sole point of contact for all matters related to performance and payment under this Agreement.
- u. Subcontractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this **Attachment B**: 1, 2, 3, 5, 6, 7, 11, 17, 18, 20, and/or other numbered provisions herein that are deemed applicable.

8. Left intentionally blank

9. Performance Evaluation

(Applicable only to consultant service agreements.)

- a) The Subcontractor’s performance under this Agreement shall be evaluated at the conclusion of the term of this Agreement. The evaluation shall include, but not be limited to:
- b) Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.
- c) Whether the contracted work or services met the quality standards specified in the Agreement.
- d) Whether the Subcontractor fulfilled all requirements of the Agreement.
- e) Factors outside the control of the Subcontractor, which caused difficulties in subcontractor performance. Factors outside the control of the Subcontractor shall not include a Subcontractor’s poor performance.
- f) The evaluation of the Subcontractor shall not be a public record.

10. Progress Reports or Meetings

(Applicable only to consultant service agreements.)

- a) Subcontractor shall submit progress reports or attend meetings with state personnel at intervals determined by AHP to determine if the Subcontractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.
- b) At the conclusion of this Agreement and if applicable, Subcontractor shall hold a final meeting at which Subcontractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Subcontractor shall submit a comprehensive final report.

11. Progress Payment Withholds

- a) Progress payments may not be made more frequently than monthly in arrears for work performed and costs incurred in the performance of the Agreement. In the aggregate, progress payments may not exceed Ninety percent (90%) of the total agreement amount, regardless of agreement length.
- b) Ten percent (10%) may be withheld by AHP and/or DHCS from each invoice submitted for reimbursement, under the following conditions:
- c) For services and costs associated with subcontractor and/or lower-tiered subcontractor performance that is considered to be of an ongoing nature or performed continuously throughout the term of the Agreement.
- d) For individual services associated with a specific agreement deliverable that has not yet been received or completed in its entirety.
- e) For individual and/or distinct tasks, work plans, or project activities that have not yet been completed in their entirety.
- f) Release of Amounts Withheld:
 - i. As individual and/or distinct tasks, services, work plans, or project activities are completed in their entirety by either the Subcontractor or lower-tiered subcontractor performance and any scheduled/required deliverables or reports are delivered to AHP and/or DHCS; then any funds so withheld may be released to the Subcontractor upon acceptance and/or acknowledgment that all such items have been completed to the full satisfaction of AHP and/or DHCS.
 - ii. Payment Requests Excluded from the 10 Percent (10%) Withhold: Ten percent (10%) payment withholds shall not be applied to reimbursements or periodic payment requests for direct costs associated with equipment purchases, media buys, operating expense items, and other procurements not directly associated with the Subcontractor's personal performance.

12. Intentionally left blank.

13. Legal Services Contract Requirements

(Applicable only to agreements involving the performance of legal services.) The Subcontractor shall:

- a) Adhere to legal cost and billing guidelines designated by AHP and/or DHCS.
- b) Adhere to litigation plans designated by AHP and/or DHCS.
- c) Adhere to case phasing of activities designated by AHP and/or DHCS.
- d) Submit and adhere to legal budgets as designated by AHP and/or DHCS.
- e) Maintain legal malpractice insurance in an amount not less than the amount designated by AHP and/or DHCS. Said amount shall be indicated in a separate letter to the Subcontractor.
- f) Submit to legal bill audits and law firm audits if requested by AHP and/or DHCS. Such audits may be conducted by AHP, DHCS, State employees or

their respective designees or by any legal cost control providers retained by AHP and/or DHCS for such purpose.

14. Four-Digit Date Compliance

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

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

15. Prohibited Use of State Funds for Software

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

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

16. Insurance Requirements

a) Automobile Liability Insurance

(Applicable if automobiles are purchased/reimbursed with BHBH Program Plan

funds, furnished by DHC through AHP pursuant to, or if autos are used in performance under the terms of, this Agreement.)

- i. The Subcontractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with BHBH Program Plan funds under the terms of this Agreement, to the Subcontractor and/or its subcontractor.
- ii. The Subcontractor and/or its subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the AHP.
- iii. The Subcontractor and/or its subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to AHP, DHCS, or the State, as applicable.

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

b) Commercial General Liability

(Applicable to agreements involving the performance of hazardous activities (i.e., transportation of persons or DHCS and/or State property, handling of toxic or hazardous substances, elevator maintenance, facility repair, and other agreements when stipulated by AHP and/or DHCS, etc.))

- i. The Subcontractor must furnish to AHP either a certificate of insurance stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability

combined is presently in effect for the Subcontractor or proof of adequate self-insurance if the Subcontractor is a self-insured government and/or public entity.

- ii. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement.
- iii. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Subcontractor's limit of liability.
- iv. The certificate of insurance shall identify the AHP's contract or agreement number for which the insurance applies. Paragraphs 16d, 16e, 16f, and 16g also apply to Commercial General Liability insurance.

c) Pollution Liability

(Applicable only when services involve the handling of toxic or hazardous substances.)

Subcontractor shall maintain Pollution Liability insurance covering the Subcontractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transport of hazardous materials. Limits of not less than \$1,000,000 shall be provided. Paragraphs 16d, 16e, 16f, and 16g also apply to Pollution Liability insurance.

d) The Subcontractor is hereby advised that copies of certificates of insurance and/or documentation of self-insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining said approval. Each certificate of insurance shall identify the AHP contract or agreement number for which the insurance applies.

e) The certificate of insurance must identify the agreement number for which the certificate of insurance applies and include the following provisions:

- (a) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to AHP and/or DHCS, and

- (b) The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this Agreement.
- f) The Subcontractor agrees that the insurance required herein will remain in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Subcontractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year. New certificates of insurance may also be subject to the approval of DGS. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if DGS approval of the certificate of insurance is required. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining such approval. AHP and/or DHCS may, in addition to any other remedies it may have, terminate this Agreement for failure to comply with the insurance requirements of this Agreement.
- g) AHP and/or DHCS will not be responsible for any premiums, deductibles, or assessments on any insurance policy.
- h) Self-Insured Insurance Requirements
(Applicable to agreements where Subcontractor is self-insuring and Sections a through g are inapplicable.)

☒ Subcontractor acknowledges and certifies that it is covered by and will maintain throughout the term of its BHBH Program Plan self-insurance in amounts and types sufficient to satisfy its contractual insurance requirements under the BHBH Program and its BHBH Program Plan. Subcontractor hereby agrees to provide AHP in writing with a current letter addressed to AHP that states that Subcontractor, as a county in the State of California ("California"), is self-insured under the California Government Code Section 990.4 for the lines of insurance coverage enumerated in and in the amounts required under the Agreement for the period of performance set forth in the Agreement, including without limitation, Attachment B (the "Insurance Certification"). In addition, the Insurance Certification shall provide that AHP and DHCS are treated as "additional insured" under the self-insured insurance requirements of this Section 16(h) of the Agreement. The Subcontractor shall indemnify, defend, and hold harmless AHP and DHCS against any and all liabilities to third persons and other losses (not compensated by the Subcontractors self-insurance as set forth in this Section 16 or otherwise), and for any other costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, as a result of any claim or liability resulting

from the failure of the Subcontractor to maintain the insurance required by this Section.

17. Procurement Rules

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

a) Equipment/Property definitions:

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

i. **Major equipment/property**

A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by AHP and/or DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

ii. **Minor equipment/property**

A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by AHP and/or DHCS or the cost is reimbursed through this Agreement.

- b) Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment, and services related to such purchases that are required in performance of this Agreement.
- c) Left intentionally blank.
- d) Left intentionally blank.
- e) In special circumstances, determined by AHP or DHCS (e.g., when AHP or DHCS has a need to monitor certain purchases, etc.), AHP or DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. AHP or DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Subcontractor and/or lower-tiered subcontractor purchase that AHP or DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f) The Subcontractor and/or lower-tiered subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. AHP and/or DHCS reserves the right to request a copy

of these documents and to inspect the purchasing practices of the Subcontractor and/or lower-tiered subcontractor at any time.

- g) For all purchases, the Subcontractor and/or its lower-tiered subcontractor must maintain copies of all paid vendor invoices, documents, bids, and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Subcontractor and/or its lower-tiered subcontractor for inspection or audit.
- h) AHP and/or DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under subparagraph (b) of this Provision 17 by giving the Subcontractor no less than 30 calendar days written notice.

18. Equipment/Property Ownership / Inventory / Disposition

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

- a) Wherever the term equipment and/or property is used in Provision 18, the definitions in Paragraph a of Provision 17 shall apply.
- b) Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to the BHBH Program Plan under the terms of this Agreement shall be considered state equipment and the property of DHCS and/or the State of California.

i. Reporting of Equipment/Property Receipt

- (a) AHP and/or DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS through AHP pursuant to BHBH Program Plan funds or purchased/reimbursed with funds provided through this Agreement.
- (b) Upon receipt of equipment and/or property, the Subcontractor shall report the receipt to the AHP. To report the receipt of said items and to receive property tags, Subcontractor shall use a form or format designated by AHP Program Manager. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Subcontractor shall request a copy from the AHP or DHCS.

ii. Annual Equipment/Property Inventory

- a) If the Subcontractor enters a subcontract agreement with a term of more than twelve months, the Subcontractor shall submit an

annual inventory of State equipment and/or property to the AHP using a form or format designated by AHP. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Subcontractor shall request a copy from AHP. Subcontractor shall:

- (1) Include in the inventory report, equipment and/or property in the Subcontractor's possession and/or in the possession of its subcontractor (including independent consultants).
- (2) Submit the inventory report to AHP.
- (3) Contact AHP to learn how to remove, trade-in, sell, transfer, or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by AHP.

- b) Title to any equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c) Unless otherwise stipulated, AHP and/or DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Subcontractor's and/or Subcontractor's facility which may be affected by the removal of any State equipment and/or property.
- d) The Subcontractor and/or its Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of State equipment and/or property.
 - (i) In administering this provision, AHP or DHCS may require the Subcontractor and/or its Subcontractor to repair or replace, to AHP's satisfaction, any damaged, lost or stolen State equipment and/or property. Subcontractor and/or its Subcontractor shall immediately file a theft report with the appropriate police agency, or the California Highway Patrol and Subcontractor shall promptly submit one copy of the theft report to the AHP and AHP's Program Manager.
 - (ii) Unless otherwise stipulated by this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

- e) Within sixty (60) calendar days prior to the termination or end of this Agreement, the Subcontractor shall provide a final inventory report of

equipment and/or property to the AHP and AHP shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS and/or the State, as applicable. Final disposition of equipment and/or property shall be at DHCS and/or the State, as applicable, and according to DHCS and/or the State, as applicable, instructions. Equipment and/or property disposition instructions shall be issued by AHP immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, AHP or DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

f) Motor Vehicles

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

- i. If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Subcontractor and/or its subcontractor shall return such vehicles to DHCS and the State, as applicable, and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS or the State, as applicable.
- ii. If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Subcontractor shall be the registered owner. The Subcontractor and/or its subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- iii. The Subcontractor and/or its subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- iv. If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Subcontractor and/or its subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the type and amount of automobile liability insurance as specified in the Automobile Liability Insurance requirements clause as set forth in this Attachment is in effect during the term of this Agreement or any period of contract extension during which any vehicle remains in the Subcontractor's and/or its subcontractor's possession.
- v. The requirements specified in Provision 16, entitled, "Insurance Requirements" apply to vehicles purchased/reimbursed with agreement

funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement.

19. Left intentionally blank

20. Suspension or Stop Work Notification

- a) AHP or DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by AHP. Upon receipt of said notice, the Subcontractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b) Contractor will make reasonable efforts to ensure that any suspension and/or stop is narrowly tailored to address whatever concern that caused the suspension.
 - i. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within thirty (30) working days of the verbal notification.
 - ii. The suspension or stop work notification shall remain in effect until further written notice is received from AHP or DHCS. The resumption of work (in whole or part) will be at AHP's or DHCS' discretion and upon receipt of written confirmation.
- c) Upon receipt of a suspension or stop work notification, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
- d) Within 90 days of the issuance of a suspension or stop work notification, DHCS, through AHP pursuant to BHBH Program Plan funds shall either:
 - i. Cancel, extend, or modify the suspension or stop work notification; or
 - ii. Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- e) If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Subcontractor may resume work only upon written concurrence of funding from the AHP Program Director.
- f) If the suspension or stop work notification is canceled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- g) If a suspension or stop work notification is not canceled and the

Agreement is canceled or terminated pursuant to the provision entitled Cancellation / Termination, AHP and/or DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

- h) AHP and DHCS shall not be liable to the Subcontractor for loss of profits because of any suspension or stop work notification issued under this clause.

21. Public Communications

- a) Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:
- b) Ensure visual-impaired, hearing-impaired, and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices.

22. Audit and Record Retention

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

- a) The Subcontractor and/or its subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b) The Subcontractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c) Subcontractor agrees that AHP, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subcontractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code (PCC) Sections 10115 et seq., California Code of Regulations Title 2, Section 1896.77) The Subcontractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC Section 10115.10.

- d) The Subcontractor and/or its subcontractor shall preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code Section 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (i) or (ii) below.
 - i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement; or
 - ii. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e) The Subcontractor and/or its subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Subcontractor and/or its subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- f) The Subcontractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

ATTACHMENT C

STATEMENT OF WORK

(Under DHCS Agreement No. 22-20456-BHBH)

Subcontractor Name: County of Mono, a political subdivision of the State of California, acting through it's department of Behavioral Health

Universal Unique Identifier: bbbh_877_bbbh_mono_county

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
YEAR 1				
Item 1 Year 1	7524.01	<p>YEAR 1 – MUTUAL EXECUTION OF THIS AGREEMENT to JUNE 30, 2025.</p> <p>START-UP, PROGRAM IMPLEMENTATION AND REPORTING</p> <p>Behavioral Health Bridge Housing (BHBH) Program (Program) Plan</p> <ul style="list-style-type: none">◆ Subcontractor shall develop the BHBH Program Plan (Plan) utilizing templates provided by AHP. The Plan shall be based on the submitted County BHBH Program (as defined in the Agreement) proposal and submitted to AHP for approval within 30 days of execution of the Agreement.◆ AHP will provide County with any revisions to the Plan and County shall resubmit any required revisions to its Plan within ten business days from date of receipt to AHP for approval. DHCS shall grant final approval to the Plan via AHP, and no subsequent revisions may be made without DHCS approval. <p>BHBH Program Policies and Procedures</p> <ul style="list-style-type: none">◆ Subcontractor shall submit required policies and procedures for Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds, and/or Auxiliary Funding in Assisted Living, as applicable and as defined in the Agreement, and based on the Plan to AHP for approval within 45 days of execution of the Agreement. Policies and procedures will include, but not be limited to, eligibility; allowable uses; methods of disbursement; prevention of fraud,	<p>Upon mutual execution of the Agreement, the first disbursement amount (First Disbursement) in the amount of thirty-three percent (33%) of the Not to Exceed (NTE) amount of (\$1,229,946) LESS total Start-up Infrastructure Costs (as defined in the Agreement) calculated as follows: (\$1,229,946– \$300,000) x.33 =</p> <p>\$306,882</p>	June 30, 2025

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<p>waste, and abuse, documentation requirements and audit provisions.</p> <ul style="list-style-type: none"> ◆ If the Program includes Rental Assistance, then Rental Assistance Policies and Procedures as set forth below shall include, but not be limited to: <ul style="list-style-type: none"> • The calculation of Rental Assistance, which must be indicated and must use either Fair Market Rents (FMRs) or a rent reasonableness methodology to calculate allowable rental rates. Subcontractor may offer either shallow subsidies up to a specific dollar amount or a formula in which the individual pays a portion of the rent based on income. • Clear eligibility requirements for individuals and units for short-term and/or mid-term Rental Assistance. The requirements for both short- and mid-term Assistance may be the same, or the Subcontractor may have fewer requirements for short-term than for mid-term Rental Assistance. • Fraud prevention, along with regular audits and clear documentation of all payments. • Requirements for payments to be made directly to property owners or managers. • Requirements to provide supportive services and resources to individuals who are receiving Rental Assistance, to remove barriers and help them obtain longer-term Rental Assistance or other affordable housing. • Requirements for participants to have access to onsite Supportive Services (as defined in the Agreement) at the facility or through home visits. ◆ All required revisions to the Policies and Procedures set forth in this section of the BHBH Program Policies and Procedures will be submitted to AHP within ten business days of receipt of revision requests. ◆ Implement the BHBH Program Policies and Procedures set forth in this section of the BHBH Program Policies and Procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living, as applicable. <p>Delivery of Behavioral Health Bridge Housing and Operations</p>		

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<ul style="list-style-type: none"> ♦ Deliver direct behavioral health bridge housing services including Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation, as defined and described in the Plan, including the service metrics and program requirements. ♦ Collect program and individual data as described in the Plan and as requested by AHP. ♦ Provide outreach and engagement services as described in the Plan and service metrics. <p>Participation in Monitoring and Technical Assistance and Training (TTA)</p> <ul style="list-style-type: none"> ♦ Learning Collaborative Sessions <ul style="list-style-type: none"> • Participate in statewide Learning Collaborative (LC) sessions on a quarterly basis at a minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly LC. ♦ Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits <ul style="list-style-type: none"> • At minimum, one staff member shall participate in monthly coaching calls with AHP; session schedule to be provided by AHP. • Participate in webinars/trainings and working meetings on a quarterly basis at a minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the Agreement. ♦ If applicable, conduct County BHBH Program Implementation and Capacity-Building (as defined in the Agreement) activities as described in the Plan. <p>Reporting—Year 1 Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the Plan; expending funds, including, without limitation: equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the</p>		

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<p>BHBH Program. The reports must cover the following time frames and observe the following due dates:</p> <ul style="list-style-type: none"> Year 1, Quarter 1: UPON EXECUTION BY ALL PARTIES – July 1–September 30, 2024, due by November 15, 2024 Year 1, Quarter 2: October 1–December 31, 2024, due by February 15, 2025 Year 1, Quarter 3: January 1–March 31, 2025, due by May 15, 2025 Year 1, Quarter 4: April 1–June 30, 2025, due by August 15, 2025 <p>♦ Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required.</p>		
Item 2 Year 1	7524.01	<p>FOR THOSE BHBH PROJECTS SET FORTH IN THE PLAN WITH START-UP INFRASTRUCTURE PROJECT COSTS, YEAR 1</p> <p>Submit budget and schedule for each individual BHBH Start-Up Infrastructure Project (Infra Project) and include it in the Plan for AHP/DHCS approval.</p> <ul style="list-style-type: none"> ♦ Implement the construction plan for each Project as described in the Plan, budget, and schedule, pursuant to this Agreement, including Attachment F. <p>Acquisition (if set forth in the Plan)</p> <ul style="list-style-type: none"> ♦ Demonstrate site control as described in Section 4 of the Agreement, including those set forth in Attachment F. ♦ Establish an escrow account. ♦ Meet all requirements listed in Section 4 of Agreement, including those set forth in Attachment F. ♦ Obtain deed restriction as required, if applicable. <p>Complete Construction/Renovation (if set forth in the Plan)</p> <ul style="list-style-type: none"> ♦ Demonstrate site control as described in Section 4 of the Agreement, including those set forth in Attachment F. ♦ Meet all requirements included in Section 4 of Agreement, including those set forth in Attachment F. ♦ Obtain deed restriction as required, if applicable. ♦ Provide required documentation and monitoring as described in the Plan, budget, and schedule. 	<p>Start-up Infrastructure Project costs shall be provided in payments as described in Section 4 of this Agreement.</p> <p>90% of the Start-up Infrastructure Program Costs (\$300,000) calculated as follows: .90 x \$300,000 =</p> <p>\$270,000</p>	Due within one year of contract execution

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<p>Other Approved Costs (if set forth in the Plan)</p> <p>Start-Up Furnishings, Appliances and Equipment</p> <ul style="list-style-type: none"> ◆ Acquire all start-up furnishing, appliances and equipment included in the Plan, budget, and schedule. ◆ Implement monitoring plan and ensure costs are allowable and compliant with local, state, and federal laws. ◆ Provide required documentation and monitoring as described in the Plan. ◆ Provide a summary report on each individual Project as described in the Plan, budget, and schedule, pursuant to this Agreement, including those set forth in Attachment F, and prior to submitting a request for payment. ◆ For each specific Project, upon the completion of the Project, provide a summary narrative and financial report and compliance documentation for each individual Project as described in the Plan, budget, and schedule, pursuant to this Agreement, including those set forth in Attachment F. ◆ Ensure that each Start-up Infra Project site is available within one year of the execution of the Agreement. <p>Reporting</p> <ul style="list-style-type: none"> ◆ Provide summary reporting on each Project and documentation of certificate of occupancy within one year of execution of the Agreement, as required by the Plan. ◆ Provide any necessary documentation requested by AHP for desk reviews and processing payment requests. 		
Equals the Sum of 90% of Start-up Infrastructure Costs plus 33% of NTE.			= \$576,882	
Year 1 Subtotal				
YEAR 2				

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
Item 3 Year 2	7524.01	<p>YEAR 2 - JULY 1, 2025, TO JUNE 30, 2026 - PROGRAM IMPLEMENTATION AND REPORTING</p> <p>The Plan</p> <ul style="list-style-type: none"> ♦ Submit any updates to the Plan for approval utilizing templates provided by AHP and based on the submitted County BHBH Program proposal. ♦ AHP will provide County with any revisions to the Plan and County shall resubmit any required revisions within ten business days of from date of receipt to AHP for approval. DHCS shall grant final approval to the Plan via AHP, and no subsequent revisions may be made without DHCS approval. <p>BHBH Program Policies and Procedures</p> <ul style="list-style-type: none"> ♦ Submit any updates to previously approved Policies and Procedures for approval with quarterly reports as needed. ♦ Implement the Policies and Procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living and other BHBH program operations. <p>Delivery of Behavioral Health Bridge Housing and Operations</p> <ul style="list-style-type: none"> ♦ Deliver direct behavioral health bridge housing services including, Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the Plan, including the service metrics and Program requirements. ♦ Collect Program and individual data as described in the Plan and as requested by AHP. ♦ Provide Outreach and Engagement Services as described in the Plan and service metrics. <p>Participation in Monitoring and TTA</p> <ul style="list-style-type: none"> ♦ Learning Collaborative Sessions <ul style="list-style-type: none"> • Participate in statewide LC sessions on a quarterly basis at a minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly LC. ♦ Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits 	<p>Upon approval of Subcontractor's cost reconciliation report for the First Disbursement, Subcontractor shall be entitled to a second disbursement amount (Second Disbursement) in the amount of thirty-three percent (33%) of the NTE amount of (\$1,229,946) LESS total Start-up Infrastructure Project Costs calculated as follows: (\$1,229,946 – \$300,000) x .33 = \$306,882</p>	June 30, 2026

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<ul style="list-style-type: none"> One staff member shall participate in coaching calls monthly with AHP; session schedule to be provided by AHP. Participate in webinars/trainings and working meetings on a quarterly basis at a minimum; session schedule to be provided by AHP. Respond to AHP requests for information, reviews, and site visits as indicated and described in the Agreement. <ul style="list-style-type: none"> ♦ If applicable, conduct County BHBH Program Implementation and Capacity-Building activities as defined and described in the Plan. <p>Reporting—Year 2</p> <ul style="list-style-type: none"> ♦ Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the Plan; expending funds, including, without limitation equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates: <ul style="list-style-type: none"> Year 2, Quarter 1: July 1–September 30, 2025, due by November 15, 2025 Year 2, Quarter 2: October 1–December 31, 2025, due by February 15, 2026 Year 2, Quarter 3: January 1–March 31, 2026, due by May 15, 2026 Year 2, Quarter 4: April 1–June 30, 2026, due by August 15, 2026 ♦ Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required. 		

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
Item 4 Year 2	7524.01	<p>FOR THOSE BHBH PROJECTS SET FORTH IN THE PLAN WITH START-UP INFRASTRUCTURE PROJECT COSTS, YEAR 2</p> <p>Complete individual BHBH Start-Up Infrastructure Projects Costs according to the budget and schedule included in the Plan.</p> <ul style="list-style-type: none"> ◆ Implement the construction plan for each Project as described in the Plan, budget, and schedule, pursuant to this Agreement, including those items set forth in Attachment F. <p>Acquisition (if set forth in the Plan)</p> <ul style="list-style-type: none"> ◆ Demonstrate site control as described in Section 4 of the Agreement, including those items set forth in Attachment F. ◆ Establish an escrow account. ◆ Meet all requirements listed in Section 4 of Agreement, including those items set forth in Attachment F. ◆ Obtain deed restriction as required, if applicable. <p>Complete Construction/Renovation (if set forth in the Plan)</p> <ul style="list-style-type: none"> ◆ Demonstrate site control as described in Section 4 of the Agreement, including those items set forth in Attachment F. ◆ Meet all requirements included in Section 4 of Agreement, including those items set forth in Attachment F. ◆ Obtain deed restriction as required, if applicable. ◆ Provide required documentation and monitoring as described in Plan, budget, and schedule. <p>Other Approved Costs (if set forth in the Plan)</p> <p>Start-Up Furnishings, Appliances and Equipment</p> <ul style="list-style-type: none"> ◆ Acquire all start-up furnishing, appliances and equipment included in the Plan, budget, and schedule. ◆ Implement monitoring plan and ensure costs are allowable and compliant with local, state, and federal laws. ◆ Provide required documentation and monitoring as described in the Plan, budget, and schedule. <p>Implement Construction Monitoring Plans; Participate in Monitoring and AHP Review Requirements</p>	<p>Start-up Infrastructure Project Costs shall be provided in payments as described in Section 4 of the Agreement.</p> <p>10% of total Start-up Infrastructure Project Costs (\$300,000) calculated as follows: .10 x (\$300,000) =</p> <p>\$30,000</p>	Due within one year of contract execution

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<ul style="list-style-type: none"> ◆ Provide a summary report on each individual Project as described in the Plan, budget, and schedule, pursuant to this Agreement, including those items set forth in Attachment F, and prior to submitting a request for payment. ◆ For each specific Project, upon the completion of the Project, provide a summary narrative and financial report and compliance documentation for each individual Project as described in the Plan, budget, and schedule, pursuant to this Agreement, including those items set forth in Attachment F. ◆ Ensure that each Start-up Infrastructure Project is available within one year of execution of the Agreement. <p>Reporting</p> <ul style="list-style-type: none"> ◆ Provide summary reporting on each Project and documentation of certificate of occupancy within one year of execution of this Agreement, as required by the Plan. ◆ Provide any necessary documentation requested by AHP for desk reviews and processing payment requests. 		
Equals the Sum of 10% of Start-up Infrastructure Costs plus 33% of NTE. Year 2 Subtotal			= \$336,882	
YEAR 3				
Item 5 Year 3	7524.01	<p>YEAR 3 - JULY 1, 2026, TO JUNE 30, 2027- PROGRAM IMPLEMENTATION AND REPORTING BHBH Program Plan</p> <ul style="list-style-type: none"> ◆ Submit any updates to the Plan for approval utilizing templates provided by AHP and based on the submitted County BHBH Program proposal. ◆ AHP will provide County with any revisions to the Plan and County shall resubmit any required revisions to its Plan within ten business days from date of receipt to AHP for approval. DHCS shall grant final approval to the Plan via AHP, and no subsequent revisions may be made without DHCS approval. <p>BHBH Program Policies and Procedures</p> <ul style="list-style-type: none"> ◆ Submit any updates to previously approved Policies and Procedures for approval with quarterly reports as needed. ◆ Implement the Policies and Procedures in the administration of Rental Assistance, 	<p>Upon approval of Subcontractor's Second Disbursement, Subcontractor shall be entitled to a third disbursement amount (Third Disbursement) in the amount of thirty-four percent (34%) of the NTE amount (\$1,229,946) LESS total start-up infrastructure costs calculated as follows: (\$1,229,946—\$300,000) x .34 =</p> <p>\$316,182</p>	June 30, 2027

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<p>Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living and other BHBH program operations.</p> <p>Delivery of Behavioral Health Bridge Housing and Operations</p> <ul style="list-style-type: none"> ◆ Deliver direct behavioral health bridge housing services including Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the Plan, including the service metrics and the Program requirements. ◆ Collect Program and individual data as described in the and as requested by AHP. ◆ If applicable, provide Outreach and Engagement Services as described in the Plan and service metrics. <p>Participation in Monitoring and TTA</p> <ul style="list-style-type: none"> ◆ Learning Collaborative Sessions <ul style="list-style-type: none"> • Participate in statewide LC sessions on a quarterly basis at a minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly LC. ◆ Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits <ul style="list-style-type: none"> • One staff member shall participate in coaching calls monthly with AHP; session schedule to be provided by AHP. • Participate in webinars/trainings and working meetings on a quarterly basis at a minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the Agreement. ◆ If applicable, conduct Implementation and Capacity-Building activities as described in the Program Plan. <p>Reporting—Year 3</p> <ul style="list-style-type: none"> ◆ Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the Plan; expending funds, including, without limitation: equipment purchases; subcontracting; and providing 		

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<p>bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates:</p> <ul style="list-style-type: none"> • Year 3, Quarter 1: July 1–September 30, 2026, due by November 15, 2026 • Year 3, Quarter 2: October 1–December 31, 2026, due by February 15, 2027 • Year 3, Quarter 3: January 1–March 31, 2027, due by May 15, 2027 • Year 3, Quarter 4: April 1–June 30, 2027, due June 30, 2027 <p>♦ Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required.</p> <p>♦ Submit a final report by August 15, 2027.</p>		
Equals 34% of the NTE (less Start-up Infrastructure Project Costs)			= \$316,182	
Year 3 Subtotal				
(First Disbursement + Second Disbursement + Third Disbursement) =			\$1,229,946	
SUBCONTRACT GRAND TOTAL				

ATTACHMENT D
PAYMENT SCHEDULE

COUNTY NAME: Mono County

Infrastructure Funding Usage Description	Budgeted Amount
Total Start-Up Infrastructure Funding	\$300,000
Start-Up Infrastructure Budget Subtotal	\$300,000
Non-Infrastructure Funding Usage Description	Budgeted Amount
Operating Bridge Housing	\$929,946
Other Flexible Funding Categories (no Infrastructure)	\$ -
Budget Subtotal	\$929,946
Total Budget	\$1,229,946

Payment Schedule*

Start-Up Infrastructure (SUI)

Invoicing Date Range	Invoice Description	Amount of Invoice
SUI Acquisition Invoice 1: Within one year of contract execution	Initial Advanced Payment of Acquisition Costs	Ninety Percent (90%) of Acquisition Subtotal
SUI Acquisition Invoice 2: Within one year of contract execution	Remainder of Acquisition Costs	Ten Percent (10%) of Acquisition Subtotal
SUI Renovation Invoice 1: Within one year of contract execution	Initial Advanced Payment of Real Estate Renovation Costs	Fifty Percent (50%) of Renovation Subtotal
SUI Renovation Invoice 2: Within one year of contract execution	Second Payment of Real Estate Renovation Costs Per Approved Cost Report Amount Submitted by Subcontractor	Up to Forty Percent (40%) of Renovation Subtotal
SUI Renovation Invoice 3: Within one year of contract execution	Final Payment of Real Estate Renovation Costs Upon Completion of AHP "desk review" of all previously submitted expenses	Ten Percent (10%) or Remainder of Renovation Subtotal

SUI Other Invoice 1: Within one year of contract execution	Advanced Payment of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs	Twenty-Five Percent (25%) of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal
SUI Other Invoice 2: Within one year of contract execution	Second Installment Payment of Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Per Approved Cost Report Amount Submitted by Subcontractor	Twenty-Five Percent (25%) of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal
SUI Other Invoice 3: Within one year of contract execution	Third Installment Payment of Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Per Approved Cost Report Amount Submitted by Subcontractor	Twenty-Five Percent (25%) of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal
SUI Other Invoice 4: Within one year of contract execution	Final Installment Payment of Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Per Approved Cost Report Amount Submitted by Subcontractor	Twenty-Five Percent (25%) or Remainder of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal

*** If a County BHA has more than one approved Start-Up Infrastructure Project as a part of their BHBH Plan – each project would be invoiced separately and denoted as invoice a, b, c. A customized invoicing template will be provided by AHP.**

Payment Schedule*		
Non-Infrastructure		
Funding Usage Description		Budgeted Amount
Operating Bridge Housing		\$929,946
Flexible Funding Categories (no Infrastructure)		\$-
Total Budget		\$929,946
Invoicing Date Range	Invoice Description	Amount of Invoice
Invoice 1: 7/01/24 – 6/30/25*	Initial Advanced Payment of Non-Infrastructure Program	Thirty-Three Percent (33%) of Subcontract Grand Total

	Funds for completion and initial implementation of BHBH Program Plan.	
Invoice 2: 7/01/25 – 6/30/26*	Second Installment Payment of Non-Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor for delivery of Bridge Housing as described in the BHBH Program Plan.	Up to Thirty-Three Percent (33%) of Subcontract Grand Total
Invoice 3: 7/01/26 – 6/30/27*	Final Installment Payment of Non-Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor as described in the BHBH Program Plan.	Thirty-Four Percent (25%) or Remainder of Subcontract Grand Total
*Invoicing may be expedited to an interval less than annually, but no more often than quarterly.		

ATTACHMENT E

SCHEDULE

(Under DHCS Agreement No. 22-20456-BHBH)

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ATTACHMENT F

SPECIAL REAL ESTATE REQUIREMENTS

(Under DHCS Agreement No. 22-20456-BHBH)

The State of California through the Department of Health Care Services (“DHCS”) is administering the Behavioral Health Bridge Housing Program (“BHBH Program”) through noncompetitive predetermined funding to be awarded to county behavioral health agencies (“Behavioral Health Agencies” or “BHAs”) to address the immediate housing and treatment need of people experiencing homelessness who have serious behavioral health conditions (such as a serious mental illness and/or substance use disorder) that prevent them from accessing help and moving out of homelessness.

In the event Subcontractor elects to expend up to twenty-five percent (25%) of its BHBH Program funds towards bridge housing start-up infrastructure (the “Infrastructure Project”), then the Special Real Estate Requirements set forth in this **Attachment F** (herein, “Program Funds”) shall apply.

BHBH Program funding may be used for start-up costs and to make facilities more available to individuals with serious behavioral health conditions. Bridge housing startup infrastructure funding is limited to seventy-five thousand dollars (\$75,000) per bed. All bridge housing start-up infrastructure activities must be complete, and beds made available within one (1) year of execution of the Agreement. The foregoing notwithstanding, DHCS has agreed to waive the one-year requirement for Phase 2 of the Subcontractor’s BHBH Program Plan through AHP, provided, that, substantial documentation regarding the ability of the Subcontractor to perform Phase 2 in a timely fashion has been produced to the reasonable satisfaction of AHP and DHCS.

These Special Real Estate Requirements shall become effective upon execution of the underlying Agreement and shall automatically expire concurrently with the expiration of the Prime Contract (the “Expiration Date”) unless earlier terminated by AHP or DHCS (the “Term”). Terms not defined herein shall have the definitions ascribed in the Subcontract Agreement.

In the event Subcontractor was approved for the purchase of a facility or rehabilitation/renovation project, Subcontractor’s plan to complete the project within one (1) year and Subcontractor’s approved budget shall be incorporated herein by reference. Subcontractor further agrees that it shall be fully and solely responsible for any and all cost overruns of Subcontractor’s project.

Article 1.
Conditions to Disbursement

AHP shall disburse the Program Funds to the Subcontractor for the amount of any reasonable, actual, and documented costs incurred in accordance with the Agreement, the SOW and the BHBH Program Plan for the Infrastructure Project upon satisfaction of the requirements described in Section 1.1 below. Program Funds disbursed for real property acquisition shall be disbursed only upon FULL satisfaction of the requirements in Section 1.1 and the additional requirements of Section 1.3, below. Program Funds to be disbursed for construction costs shall be disbursed only upon satisfaction of the requirements of Section 1.1 and the additional requirements described in Section 1.2, below. Thereafter, Program Funds shall be disbursed to the Subcontractor for costs incurred for the Infrastructure Project within thirty (30) days of receipt of a complete request for Program Funds, provided such request for funds is approved by AHP or its designee.

1.1 Subcontractor Obligations – Upon execution of this Subcontract Agreement, the Subcontractor acknowledges the following:

- 1.1.1 Subcontractor is responsible for ensuring that they and their subcontractors and other vendors meet all federal, State, and local requirements.
- 1.1.2 Subcontractor is responsible for ensuring that they and their subcontractors and all other vendors satisfy all requirements set forth in the RFA, the Agreement, and the BHBH Program.
- 1.1.3 Subcontractor shall comply with the terms of the provisions of these Special Real Estate Requirements and fully executed copies of the Agreement and this Attachment F.

1.2 Requirements for Disbursement of Program Funds – Infrastructure Construction Costs

- 1.2.1 No Program Funds shall be released to the Subcontractor for any Infrastructure Project costs until the Subcontractor submits, and AHP approves, the documents described below, and any additional supporting information, as may be required:
 - 1.2.1.1 A construction monitoring plan that shall include, at a minimum:
 - 1.2.1.1.a. Review of building and construction plans, contracts with general contractors and significant subcontractors, permits, and change orders;
 - 1.2.1.1.b. Periodic site inspections by Subcontractor staff or designees, with pictures and certified reports to

accompany invoicing to AHP;

1.2.1.1.c. Policies and procedures for addressing cost overruns and Subcontractor or any underlying subcontractor or vendors failure to perform;

1.2.1.1.d. Policies and procedures for implementing responsibilities for managing, processing, and distributing payments as the Project's fiscal intermediary, including ensuring that each contracting party receives funding in a timely manner in pursuance of its contractual obligations entered into with the Subcontractor;

1.2.1.1.e. Mechanisms and processes to oversee and monitor ongoing compliance with contractual obligations, including infrastructure and rental assistance programs (see Section 1.5, below), that may require onsite visits and desk reviews, and all designed to protect against fraud and abuse throughout the term of the Agreement; and

1.2.1.1.f. Maintaining detailed records of accounts of all funds distributed and expended on the Project, by whom they were spent, and how the funds were utilized.

1.2.1.2 The Subcontractor's request for funds, with all required supporting documents appended thereto.

1.2.1.3 Certificates of insurance, or a certification of the Subcontractor self-insurance coverage if the Subcontractor is self-insured, evidencing coverages required by the Agreement and naming AHP and DHCS as additional insureds, which shall be in the form and substance acceptable to AHP and DHCS.

1.2.1.4 Executed an access agreement allowing DHCS, or its designee, access to the facility or facilities funded by the Project Funds.

1.3 **Requirements for Disbursement of Program Funds – Property Acquisition**

Costs. Expenditures that include contributing to the purchase of property will require site control, defined as ownership, an executed purchase and sale agreement, and/or other agreement that is legally enforceable to the satisfaction of AHP that satisfies site control. No Program Funds shall be released to the Subcontractor for any Infrastructure Project costs related to the acquisition of real property until the Subcontractor satisfies the requirements described in Section 1.1 above. The Subcontractor obtains and notifies AHP of receipt and AHP, at its sole discretion, may determine to review and approve any and all documents described in this Section 1.3, and any additional information as may be required by AHP. AHP reserves the right to request copies of any information provided herein. Program Funds disbursed for acquisition of real property will be deposited directly into an escrow account opened by the Subcontractor for the transfer of title of the real property with the appropriate title company, and the following documents produced:

- 1.3.1 fully executed purchase and sale agreement or other agreement evidencing the Subcontractor's site control over the property upon which the Project is to be constructed or operated, which shall be in the form and substance acceptable to Subcontractor.
- 1.3.2 A written appraisal report setting forth an opinion of fair market value of the real property upon which the Infrastructure Project is to be constructed or operated prepared by a certified general appraiser licensed in the State of California ("Certified Appraisal Report"), which shall be in the form and substance acceptable to Subcontractor.
- 1.3.3 A current title report reflecting all existing liens, encumbrances, taxes owed, easements, covenants, or any other restrictions for the real property to be acquired. If the Subcontractor's interest in the real property to be acquired is a leasehold, then the Subcontractor shall provide a current title report for the leasehold interest and the fee interest. For tribal trust land, the Subcontractor shall provide a certified Title Status Report from the U.S. Department of the Interior Bureau of Indian Affairs or an attorney's opinion regarding chain of title and current title status. All of the foregoing shall be in the form and substance acceptable to Subcontractor;
- 1.3.4 Any acquisition of real property that requires a deed of trust shall also require a commitment from a title insurance company for an ALTA Lenders Title Insurance policy in a form acceptable to AHP in the amount of the Program Funds disbursed for purposes of acquiring the property. The condition of title, the insurer, the liability amount, the form of policy, and the endorsements shall be subject to AHP approval. The policy shall insure that the Subcontractor holds good and marketable title (fee simple or leasehold) and shall show the Declaration of Restrictions in the lien priority approved by AHP and only subject to such title exceptions as are approved by AHP, its designee, or DHCS.
- 1.3.5 Evidence of any additional funds necessary for the Subcontractor to acquire the property to be used for bridge housing if the Program Funds are not providing the full amount of the acquisition costs, which shall be in the form and substance acceptable to AHP and DHCS.
- 1.3.6 Signed escrow instructions, providing for the following:
 - 1.3.6.1 When applicable, a Declaration of Restrictions, as approved by AHP and/or including its designee or DHCS, shall be recorded at the close of escrow against the real property upon which the Project is to be constructed or operated; and
 - 1.3.6.2 When applicable, a Deed of Trust, as approved by AHP and/or including its designee or DHCS, shall be recorded at the close of escrow against the real property upon which the Project is to be constructed or operated.
- 1.3.7 AHP may, at the direction of DHCS, waive the signed escrow instructions requirement as set forth in Section 1.3.6, above. In those cases, the

Subcontractor shall execute a facility access agreement allowing AHP, DHCS, or its designee, access to the facility or facilities funded by the Project Funds, and requiring the Subcontractor to use the property, or portion of the property funded by the Project Funds for the intended purpose. In the event the Subcontractor violates the terms of the facility access agreement, AHP at the direction of DHCS or DHCS on its own shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

1.4 Requirements for Disbursement of Program Funds - Construction Costs. No Program Funds shall be released to the Subcontractor for Infrastructure Project costs for construction activities until the Subcontractor satisfies the requirements described in Section 1.1, above, and the Subcontractor obtains and notifies AHP of receipt and AHP, at its sole discretion, may determine to review and approve any and all documents described in this Section 1.4, and any additional information as may be required by AHP. AHP reserves the right to request copies of any information provided herein.

1.4.1 The Subcontractor and the Subcontractor's general contractor shall submit documentation certifying compliance with requirements related to public works projects pursuant to California Labor Code section 1720 *et seq.*, as well as all applicable federal labor and wage laws. AHP, at its sole discretion, has the right but not the obligation to review and approve any and all documents described in this Section 1.4 and any additional information or documents as may be required by AHP hereunder.

1.4.2 Plans and specifications for the construction work as identified in the SOW and BHBH Program Plan, which shall be in the form and substance acceptable to Subcontractor.

1.4.3 A construction contract that is based on construction plans, with a licensed general contractor for an amount consistent with the construction costs in the approved Infrastructure Project budget incorporated into the SOW, which shall be in the form and substance acceptable to Subcontractor, including execution of any construction contract rider, when applicable.

1.4.4 Copies of labor and material bonds and performance bonds for the construction work in an amount equal to one hundred percent (100%) of the cost of construction, which shall be in the form and substance acceptable to Subcontractor, naming AHP and DHCS as co-obliges on the bonds.

1.4.5 Copies of all required building, land use, and fire clearance or other required building permits or approvals for the Infrastructure Project, which shall be in the form and substance acceptable to Subcontractor.

1.4.6 The Subcontractor has submitted a written request for Program Funds on a form approved by AHP providing sufficient detail and with sufficient supporting documentation to permit AHP or its designee to confirm that the request is consistent with the terms of this Agreement and the Project budget.

1.4.7 When a disbursement is requested to pay any contractor in connection with the construction work, the written request must be accompanied by a certification by the Subcontractor's architect or project manager that the work for which disbursement is requested has been completed (although AHP reserves the right to inspect or have its designee inspect the Project and make an independent evaluation); and (b) lien release and/or mechanics lien title insurance endorsements reasonably acceptable to AHP.

1.5 **Requirements for Disbursement of Program Funds – Rental Assistance**

To receive BHBH Program rental assistance funds, Subcontractor must submit for DHCS review related policies and procedures that address the following:

1.5.1 The calculation of rental assistance, which must be indicated and must use either Fair Market Rents (FMRs) or a rent reasonableness methodology to calculate allowable rental rates. Subcontractor may offer either shallow subsidies up to a specific dollar amount or a formula in which the individual pays a portion of the rent based on income.

1.5.2 Clear eligibility requirements for individuals and units for short-term and/or mid-term rental assistance. The requirements for both short- and mid-term assistance may be the same, or the Subcontractor may have fewer requirements for short-term assistance than for mid-term.

1.5.3 Fraud prevention, along with regular audits and clear documentation of all payments.

1.5.4 Requirements for payments to be made directly to property owners or managers.

1.5.5 Requirements to provide supportive services and resources to individuals who are receiving rental assistance, to remove barriers and help them obtain longer-term rental assistance or other affordable housing.

1.5.6 Requirements for participants to have access to onsite supportive services at the facility or through home visits.

1.6 **Waiver of Terms and Conditions.** It is understood that DHCS may, in its sole discretion, through AHP and Subcontractor's BHBH Program Plan, waive, in whole or in part, in writing any of the terms and provisions of this Attachment F. Any such waiver shall be in writing and without prejudice to DHCS's rights in respect of any other terms or provisions therein. Except as specifically set forth in writing, no further waivers of any terms or provisions contained in this **Attachment F** shall be construed as a waiver of any subsequent terms or provisions herein.

Article 2.

Notification to Proceed

In the event that Program Funds are used for the performance of construction on the Project, the Subcontractor shall submit an updated budget and schedule to AHP for its approval prior to the Subcontractor's issuance of a notice to proceed to its general contractor. The updated budget and schedule shall be consistent with the final plans and specifications for the Project. The Subcontractor shall not issue a notice to proceed to its general contractor until AHP has approved the updated budget and schedule, if any.

Article 3.

Performance

The Subcontractor shall comply with the schedule set forth in the Performance Milestones and shall provide any certification when requested. The Subcontractor shall provide regular progress reports to AHP but in all events at least quarterly, including its progress toward meeting the Performance Milestones. The Subcontractor may apply to AHP for an extension of any Performance Milestones or an extension to submit any required certification, which AHP may approve based on a showing of good cause and acceptable assurances from the Subcontractor for timely completion of the remaining Performance Milestones as determined by AHP. Any extension granted by AHP shall not be effective unless granted in writing, and such writing shall be considered an amendment to this Agreement and incorporated herein.

Article 4.

Default

FAILURE TO SATISFY ANY ONE OF THE CERTIFICATIONS AND/OR PERFORMANCE MILESTONES (UNLESS SUCH PERFORMANCE MILESTONE IS EXTENDED) SHALL CONSTITUTE A BREACH OF THIS AGREEMENT AND ENTITLE AHP TO MANDATE THE SUBCONTRACTOR TO RETURN TO THE STATE OF CALIFORNIA ANY PROGRAM FUNDS DISBURSED; IN ANY SUCH INSTANCE, AHP MAY, WITH DHCS APPROVAL, ALSO CANCEL THIS AGREEMENT WITHOUT OWING ANY DAMAGES OR OTHER PAYMENT TO THE SUBCONTRACTOR.

Attachment G
Subcontractor Certification
(Under DHCS Agreement No. 22-20456-BHBH)

Subcontractor Certification Clause

CCC 04/2017

CERTIFICATION:

I, the official named below, **CERTIFY UNDER PENALTY OF PERJURY** that I am duly authorized to legally bind the prospective Subcontractor to the clause(s) listed below. This certification is made under the laws of the State of California.

County of Mono

95-6005661

Subcontractor/Bidder Firm Name

Federal ID Number


Sandra Moberly

By (Authorized Signature)

Sandra Moberly

Printed Name of Person Signing

Date Executed
2/25/2025

Executed in the County of
Mono

SUBCONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Subcontractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Subcontractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

- (b) Establish a Drug-Free Awareness Program to inform employees about:
 - 1. the dangers of drug abuse in the workplace;
 - 2. the person's or organization's policy of maintaining a drug-free workplace;
 - 3. any available counseling, rehabilitation, and employee assistance programs; and
 - 4. penalties that may be imposed upon employees for drug abuse violations.
- (c) Provide that every employee who works on the proposed A&R Subcontract will:
 - 1. receive a copy of the company's drug-free policy statement; and
 - 2. agree to abide by the terms of the company's statement as a condition of employment on the A&R Subcontract.

Failure to comply with these requirements may result in suspension of payments under the A&R Subcontract or termination of the A&R Subcontract or both and Subcontractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Subcontractor has made false certification; or (2) violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Subcontractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Subcontractor within the immediately preceding two-year period because of Subcontractors failure to comply with an order of a federal court which orders Subcontractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

SUBCONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE-PRO BONO REQUIREMENT

Subcontractor hereby certifies that Subcontractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1,2003.

Subcontractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of any agreement equal to the lessor of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any agreement period of less than a full year or 10% of its agreement with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Subcontractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

- a. All Subcontractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works

agreement, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subcontractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website and Public Contract Code Section 6108.

- b. The Subcontractor agrees to cooperate fully in providing reasonable access to the Subcontractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Subcontractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For agreements of \$100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For agreements of \$100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code Section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Subcontractor needs to be aware of the following provisions regarding current or former state employees. If Subcontractor has any questions on the status of any person rendering services or involved with the A&R Subcontract, the awarding agency must be contacted immediately for clarification.

- a. Current State Employees (PCC 10410):
 - 1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - 2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

- b. Former State Employees (PCC 10411):

1. For the two-year period from the date, he or she left state employment, no former state officer or employee may enter into an agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the agreement while employed in any capacity by any state agency.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into an agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed agreement within the 12-month period prior to his or her leaving state service.

If Subcontractor violates any provisions of the above paragraphs, such action by Subcontractor shall render this A&R Subcontract void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS COMPENSATION:

Subcontractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Subcontractor affirms to comply with such provisions before commencing the performance of the work of this A&R Subcontract. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Subcontractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

SUBCONTRACTORS NAME CHANGE:

An amendment is required to change the Subcontractor's name as listed on this A&R Subcontract. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATION TO DO BUSINESS IN CALIFORNIA

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Subcontractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Subcontractor performing within the state not be subject to the franchise tax.

- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Subcontractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease-and-desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all Subcontractors that are not another state agency or other government entity.

Pursuant to Public Contract Code Section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew an agreement with, a state agency with respect to any agreement in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted, or the agreement is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For any agreement executed or renewed after January 1, 2017, the Subcontractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATION POLICIES For any agreements executed or renewed after January 1, 2017, if a Subcontractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Subcontractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).

***Balance of the page intentionally left blank;
Signature pages to follow.***

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Proposer/Bidder Name (Printed): Sandra Moberly

EIN: 95-6005661



By (Authorized Signature):

Sandra Moberly

Printed Name of Person Signing:

Executed in the County of: Mono Executed in the State of California.

Date Executed: 2/25/2025

Exhibit G

EO Sanction Notification



MICHELLE BAASS
DIRECTOR

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



GAVIN NEWSOM
GOVERNOR

May 03, 2022

Charles Galland
Chief Operating Officer
Advocates for Human
Potential, Inc.
490B Boston Post Road,
Sudbury, MA 01776
Contract # 21-10368 A01

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in
Response to Russia's Actions in Ukraine

Dear Charles Galland:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Administration
Office MS4200
1501 Capitol Ave, Sacramento, CA 95814
Phone: (916) 552-8006
Internet Address: <http://www.DHCS.ca.gov>

Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.



Summary of Contracts

This document contains the following contracts.

Title	ID
BHBH RFA1 Subcontract (County of Mono and Advocates for Human Potential, Inc.)	c6d6a3e9-489d-439d-ad1d-8af9a7a9196c

Contracts signed by:

Sandra Moberly

Signer ID: 85ce53dc-2879-4853-83e0-4eaaea0e6ba8

Email: smoberly@mono.ca.gov

Date / Time: Feb 25, 2025 at 1:16 PM EST

IP Address: 162.252.88.209

User Agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/133.0.0.0 Safari/537.36

Damien Newman

Signer ID: 199f80d7-5e63-4e5e-89e0-621d6c7b7a38

Email: dnewman@ahpnet.com

Date / Time: Feb 26, 2025 at 9:55 AM EST

IP Address: 71.184.210.3

User Agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/133.0.0.0 Safari/537.36
Edg/133.0.0.0

**BOARD OF SUPERVISORS
COUNTY OF MONO
P.O. BOX 715, BRIDGEPORT, CA 93517**

*Queenie Barnard
Clerk of the Board*

*Salena Ybarra
Assistant Clerk of the Board*

**REGULAR MEETING of
February 11, 2025
MINUTE ORDER
M25-033
Agenda Item #7e.**

TO: Behavioral Health

SUBJECT: Behavioral Health Bridge Housing Program Grant

Approved and authorized the County Administrative Officer to sign contract with Advocates for Human Potential for Behavioral Health Bridge Housing Program grant funds for the period February 11, 2025, to June 30, 2027, and a not-to-exceed amount of \$1,229,946.

McFarland moved; Peters seconded

Vote: 4 yes, 0 no, 1 absent

M25-033



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

Departments: Health and Human Services

TIME REQUIRED

SUBJECT Proposed Contract Amendment with California Department of Public Health (CDPH), Women, Infants and Children (WIC) 2022-2025 Contract 22-10262 Amendment A02

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with California Department of Public Health (CDPH) pertaining to Women, Infants and Children (WIC) 2022-2025 Contract 22-10262 Amendment A02.

RECOMMENDED ACTION:

Approve and authorize the Health and Human Services Director to sign, contract with California Department of Public Health (CDPH) for Women, Infants and Children (WIC) 2022-2025 Contract 22-10262 Amendment A02 for the period October 1, 2022 through September 30, 2025 and a not-to-exceed amount of \$1,010,317. Additionally, provide authorization for the Health and Human Services Director to approve minor amendments and/or revisions that may occur during the contract period provided such amendments do not alter the amount not to exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

FISCAL IMPACT:

There is no fiscal impact to the County General Fund. The amendment increases the Federal Fiscal Year 2025 budget by \$10,000 to \$343,439, for a combined not to exceed total under the three-year agreement of \$1,010,317.

CONTACT NAME: Kathryn Peterson

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

SEND COPIES TO:

Kathy Peterson, Stephanie Riley-Stai, Stephanie Butters

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

Click to download
Staff Report

- [Grant Agreement Amendment](#)
- [Grant Agreement Amendment Exhibits](#)

History

Time	Who	Approval
3/24/2025 9:53 AM	County Counsel	Yes
3/26/2025 8:07 AM	Finance	Yes
3/26/2025 9:50 AM	County Administrative Office	Yes



Health and Human Services Department

Public Health Division, PO Box 3329, Mammoth Lakes, CA 93546 | PO Box 476, Bridgeport, CA 93517
Social Services Division, PO Box 2969, Mammoth Lakes, CA 93546

STAFF REPORT

MEETING DATE: April 1, 2025
TITLE: Proposed Contract Amendment with California Department of Public Health (CDPH), Women, Infants and Children (WIC) 2022-2025 Contract 22-10262 Amendment A02
PREPARED BY: Kathryn Peterson, HHS Director

BACKGROUND

The California State WIC Program is a nutrition education program, federally funded by the United States Department of Agriculture (USDA) and serves low-income families that are at or below 185% of the poverty level. The WIC program is designed to provide supplemental resources to eligible individuals at nutritionally vulnerable times of life and to help reduce the risk of medical problems because of a lack of nutritious foods or information about nutrition. Pregnant woman, children 0-5 years of age and postpartum women are provided supplemental healthy food options, nutrition education, breastfeeding education and support as well as referrals to health care and other services the county provides. The Mono County WIC Program continues to be an essential resource for local families since its establishment in 2010, currently serving over 170 participants.

DISCUSSION

The California Department of Public Health, Women, Infants, and Children Division has issued a revised funding amount award to Mono County for Federal Fiscal Year 2025. Approval is requested for County entry into the proposed agreement and authorization for the Health and Human Services Director to execute said contract on behalf of the County by signing the Standard Agreement – Amendment (STD 213A).

The Budget for the Mono County WIC Program is as follows:

- Year 1 10/1/2022 – 9/30/2023: \$333,439.00
- Year 2 10/1/2023 – 9/30/2024: \$333,439.00
- Year 3 10/1/2024 – 9/30/2025: \$343,439.00
- Total for 3 Years: \$1,010,317.00

ATTACHMENTS

1. Proposed contract amendment
2. Proposed contract exhibits

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER

22-10262

AMENDMENT NUMBER

A02

Purchasing Authority Number

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

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Mono County

2. The term of this Agreement is:

START DATE

October 1, 2022

THROUGH END DATE

September 30, 2025

3. The maximum amount of this Agreement after this Amendment is:

\$ 1,010,317.00 One Million Ten Thousand Three Hundred Seventeen Dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. This amendment increases the contract by \$10,000.00, changing the total amount to read \$1,010,317.00, to better support the Contractor's needs, and is shifting funds in fiscal year 3 to accommodate anticipated expenses.

*All other terms and conditions shall remain the same.**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

Mono County

CONTRACTOR BUSINESS ADDRESS

P.O. Box 476

CITY

Bridgeport

STATE

CA

ZIP

93517

PRINTED NAME OF PERSON SIGNING

Kathryn Peterson

TITLE

Health and Human Services Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Joseph Torrez

TITLE

Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

II. Exhibit A, Scope of Work, Provision 8.1.a has been revised as follows:

a) The Contractor's participant monthly caseload is listed below. The Contractor shall meet the performance standard by serving one hundred percent (100%) of the authorized caseload.

1. Year 1 participant monthly caseload: 180
2. Year 2 participant monthly caseload: 180
3. Year 3 participant monthly caseload: ~~180~~ **200**

III. Exhibit B, Budget Detail and Payment Provisions, Provision 1.F has been revised as follows:

F. Amounts Payable

The amounts payable under this Agreement shall not exceed:

~~\$ 1,000,317.00~~ **\$ 1,010,317.00** for the budget period of 10/01/2022 through 09/30/2025.

IV. Exhibit B, Attachment I, Budget Detail has been replaced in its entirety.

V. Exhibit B, Attachment II, Facility Costs has been replaced in its entirety.

VI. Exhibit C, GTC 04/2017 has been replaced with Exhibit C, GTC 02/2025. This exhibit is hereby incorporated by reference and made part of this agreement as if attached hereto. It can be viewed at <https://www.dgs.ca.gov/OLS/Resources>.

VII. Exhibit D, Special Terms and Conditions has been replaced in its entirety.

Exhibit B, Attachment I
Budget Detail
October 1, 2022 - September 30, 2025

PERSONNEL	Exhibit A, SOW 8	Exhibit A, Attach I	Minimum Base Annual Salary	Amended Minimum Base Annual Salary	Maximum Base Annual Salary	Amended Maximum Base Annual Salary	Year 1 10/1/2022 - 9/30/2023		Year 2 10/1/2023 - 9/30/2024		Year 3 10/1/2024 - 9/30/2025						Total	Total Budget Adj.	Amended Total
							FTE	Budgeted Amount	FTE	Budgeted Amount	FTE	FTE Adj.	Amended FTE	Budgeted Amount	Budget Adj.	Amended Budgeted Amount			
WIC Position Title																			
WIC Coordinator/Registered Dietician ②	1-22	1-7	80,646		94,354		0.50	42,465	0.75	68,221	0.75	(0.15)	0.60	70,413	(11,413)	59,000	181,099	(11,413)	169,686
WIC Nutrition Assistant ① ②	2,3,6-12,14,15,18-22	1-6	69,111		73,341		0.95	65,987	0.95	67,301	0.95		0.95	68,650	7,586	76,236	201,938	7,586	209,524
Public Health Director ②	12		140,077		156,083		0.05	7,198	0.05	7,614	0.05	(0.05)	0.00	7,766	(7,766)	-	22,578	(7,766)	14,812
Fiscal and Administrative Officer ②	12-13		94,804		100,919		0.05	5,041	0.05	5,347	0.05	(0.02)	0.03	5,519	(2,044)	3,475	15,907	(2,044)	13,863
Community Health Outreach Specialist ②	2,3,6-12,14,15,18-21	1-6		53,778		67,329						0.05	0.05		3,173	3,173	-	3,173	3,173
Fiscal and Technical Specialist ① ②	2,3,6-12,14,15,18-21	1-6		59,361		74,318						0.10	0.10		5,971	5,971	-	5,971	5,971
													0.00			-	-	-	-
													0.00			-	-	-	-
													0.00			-	-	-	-
Overtime ③																-	-	-	-
Salaries and Wages								120,691		148,483				152,348	(4,493)	147,855	421,522	(4,493)	417,029
Total FTE							1.55		1.80		1.80	(0.07)	1.73						
Fringe Benefits ④							Percent	Budgeted Amount	Percent	Budgeted Amount	Percent		Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total
							53.60000%	64,690	53.60000%	79,586	53.60000%		64.24000%	81,658	13,324	94,982	225,934	13,324	239,258
TOTAL PERSONNEL (paid by State WIC contract)								185,381		228,069				234,006	8,831	242,837	647,456	8,831	656,287
Total In-Kind for Personnel ⑫																-	-	-	-
OPERATING								Budgeted Amount		Budgeted Amount				Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total
General Expenses ⑤	5-7,17-21,23	1-10						13,029		5,000				5,000		5,000	23,029	-	23,029
Travel ⑥	8	1-10						10,000		5,000				5,000		5,000	20,000	-	20,000
Training	4,5,7,17,21,23	1-10						6,000		1,000				1,000		1,000	8,000	-	8,000
Outreach/Media/Promotion	17	1-10						45,000		9,669				2,248	845	3,093	56,917	845	57,762
Facility Costs (see Exhibit B, Attach II for breakdown) ⑦	11,23	1-10						27,684		27,684				27,684	(1,884)	25,800	83,052	(1,884)	81,168
TOTAL OPERATING (paid by State WIC contract)								101,713		48,353				40,932	(1,039)	39,893	190,998	(1,039)	189,959
Total In-Kind for Operating ⑫																-	-	-	-
CAPITAL EXPENDITURES ⑧ (Unit Cost of \$5,000 or More)								Budgeted Amount		Budgeted Amount				Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total
Equipment ⑨	6,17,18,20,21	1-10														-	-	-	-
Vehicles ⑩	8,17-19	1-10														-	-	-	-
TOTAL CAPITAL EXPENDITURES (paid by State WIC contract)								-		-				-	-	-	-	-	-
Total In-Kind for Capital Expenditures ⑫																-	-	-	-
OTHER COSTS ⑪								Budgeted Amount		Budgeted Amount				Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total
																-	-	-	-
																-	-	-	-
																-	-	-	-
TOTAL OTHER COSTS (paid by State WIC contract)								-		-				-	-	-	-	-	-
Total In-Kind for Other Costs ⑫																-	-	-	-
INDIRECT							Percent	Budgeted Amount	Percent	Budgeted Amount	Percent		Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total
Total Personnel Costs							25.00000%	46,345	25.00000%	57,017	25.00000%			58,501	2,208	60,709	161,863	2,208	164,071
TOTAL INDIRECT (paid by State WIC contract)								46,345		57,017				58,501	2,208	60,709	161,863	2,208	164,071
Total In-Kind for Indirect ⑫								29,661		36,491				37,441		37,441	103,593	-	103,593
TOTAL BUDGET (paid by State WIC contract)								\$ 333,439		\$ 333,439				\$ 333,439	\$ 10,000	\$ 343,439	\$ 1,000,317	\$ 10,000	\$ 1,010,317
Total In-Kind for All Budget Line-Items ⑫								\$ 29,661		\$ 36,491				\$ 37,441	\$ -	\$ 37,441	103,593	-	103,593

Contract Year:

Contract Amount:

Funding Changes:

Checks/Balances:

Year 1
\$ 333,439
\$ -
\$ -

Year 2
\$ 343,439
\$ -
\$ -

Year 3
\$ 343,439
\$ 10,000
\$ -

*All costs will be reviewed by CDPH for approval

① Bilingual - Positions that receive Bilingual pay may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

② Additional Pay (i.e., Longevity, Retention, Differential, COLA) - Positions that receive one or more of these additional compensations may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

③ Overtime - Requires justification if amount does not seem reasonable. Justification will be kept on file.

④ Fringe Benefits - Justification and back-up documentation will be kept on file for any fringe benefit rate that exceeds 50%.

⑤ General Expenses - Includes minor equipment (i.e., office furniture, IT equipment, anthropometric items), professional certifications, audit costs, vehicle maintenance, IT maintenance, program materials, office expenses, etc.

⑥ Travel - All costs reimbursed shall be in accordance with CalHR rates.

⑦ Facility Costs - Includes rent, utilities, janitorial, security, and maintenance.

⑧ Capital Expenditures - Unit cost must be \$5,000 or more. Refer to Exhibit D, Provision 1 for procurement rules.

⑨ Equipment - Include telephone systems, information technology equipment, photocopy machines, etc.

⑩ Vehicles - Will be used for facility site visits, conferences, trainings, and outreach.

⑪ Other Costs - List the subcontractor's name and brief description of services provided.

⑫ In-Kind - Funds provided by the Parent Agency to cover WIC Program costs not included in the WIC Budget.

Exhibit B, Attachment II
Facility Costs
October 1, 2022 - September 30, 2025

Total Facility Costs:				Year 1 Total		Year 2 Total				Year 3 Total	Year 3 Amended Total
\$ 81,168				\$ 27,684		\$ 27,684				\$ 27,684	\$ 25,800
Site Street Address, City, State & Zip Code	Type of Space (i.e., Clinic or Satellite Site, Admin, Training Center, Warehouse, Storage)	Total Square Footage	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Cost of Site Per Month Adj.	Amended Total Cost of Site Per Month	Total Site Cost Per Year	Amended Total Site Costs Per Year
1290 Tavern Road, Mammoth Lakes, CA 93546	Clinic Site; Admin	349	2,182	26,184	2,182	26,184	2,182	(32)	2,150	26,184	25,800
37 Emigrant Street, Bridgeort, CA 93517	Satellite Site	800	125	1,500	125	1,500	125	(125)	-	1,500	-
700 Champagne Ave, Coleville, CA 96107	Satellite Site	400	-	-	-	-	-	-	-	-	-
442 Mule Deer Drive, Coleville, CA 96107	Satellite Site	400	-	-	-	-	-	-	-	-	-
296 Mattly Avenue, Lee Vining, CA 93514	Satellite Site	400	-	-	-	-	-	-	-	-	-
90 West Granite, June Lake, CA 93529	Satellite Site	400	-	-	-	-	-	-	-	-	-

Exhibit D
Special Terms and Conditions
(Rev 02/2025)

(For Cooperative Agreement in accordance with HSC 38070)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software
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1. Procurement Rules

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

a. Equipment definitions

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

(1) **Major equipment/property:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

(1) Equipment purchases shall not exceed \$50,000 annually.

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

(2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

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

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2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state)

- a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

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

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

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

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

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
 - (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
 - (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

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- d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

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

g. **Motor Vehicles**

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

(1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.

(2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner**. The Contractor shall only use said vehicles for the performance under the terms of this Agreement.

(3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

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- (4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

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- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$5,000 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$5,000 are subject to the prior review and written approval of CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement

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and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.

- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

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

5. Site Inspection

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

6. Intellectual Property Rights

a. Ownership

- (1) Except as set forth below and except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. Notwithstanding the foregoing or any other language in this Agreement, Contractor and not CDPG shall own Intellectual Property relating to any clinical lab test or lab assay that is made, conceived, derived from or reduced to practice by contractor, regardless of whether it results directly /indirectly from this Agreement ("Clinical Tests or Assays")

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

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- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2014, etc.], Department of Public Health. This material may not be reproduced or

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disseminated without prior written permission from the Department of Public Health.” This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Third-Party Intellectual Property

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

e. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor’s performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor’s performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

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- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

f. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or

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settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

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

g. Survival

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

7. Prior Approval of Training Seminars, Workshops or Conferences

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

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

- a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior

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written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.

- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

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

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

10. Dispute Resolution Process

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

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The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

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

12. Prohibited Use of State Funds for Software

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

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

Exhibit D
Special Terms and Conditions

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

Exhibit D
Special Terms and Conditions

the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) Example No. 1:

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

(b) Example No. 2:

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

(c) Example No. 3:

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

14. Cancellation

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

Exhibit D
Special Terms and Conditions

- F. In the event of early cancellation or termination, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

15. Executive Order N-6-22 - Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

Departments: Public Works

TIME REQUIRED

SUBJECT Lee Vining Community Center
Preschool Space Lease Renewal

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed updated Lease to replace the existing Lee Vining Community Center Memorandum of Understanding (MOU) between Mono County and the Mono County Office of Education (MCOE) that memorializes use of a portion of the center by MCOE for the use of daycare services, including the adjoining office space, restroom, and outside playground area.

RECOMMENDED ACTION:

Approve and authorize the Public Works Director to sign the updated MOU with MCOE.

FISCAL IMPACT:

None. Rent is set at a nominal \$1 per year.

CONTACT NAME: Karyn Spears

PHONE/EMAIL: 760 616 4651 / kspears@mono.ca.gov

SEND COPIES TO:

kspears@mono.ca.gov

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

Click to download
Staff Report Lee Vining Preschool Lease Agreement
Lease Agreement MCOE for Lee Vining Community Center Preschool

History

Time	Who	Approval
3/24/2025 9:50 AM	County Counsel	Yes

3/26/2025 8:19 AM

Finance

Yes

3/26/2025 4:05 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 • monopw@mono.ca.gov www.monocounty.ca.gov

Date: April 01, 2025
To: Honorable Chair and Members of the Board of Supervisors
From: Karyn Spears, Assistant Director of Public Works
Subject: Lee Vining Community Center MCOE Preschool Lease Renewal

Background:

The County of Mono and Inyo Mono Advocates for Community Action (IMACA) have had an MOU in place to use a portion of the building for a preschool since the community center was built in 2002. In March 2022, Mono County Office of Education assumed responsibility for the childcare programs.

Discussion:

Requesting approval and signatures for Lease renewal for use of 825 square foot space within the community center that was specifically designed to serve as a childcare center and can be licensed to serve up to 14 children. This certain space in the community center is designed to serve as a childcare facility for the purpose of providing pre-school classes to income-eligible children. MCOE has plans to reopen the preschool once staffing is available.

Upon Board of Supervisors approval, the Public Works Director will execute the agreement.

If you have any questions regarding this item, please contact me at (760) 616-4651.

Respectfully submitted,

Karyn Spears

Karyn Spears

Attachments: Draft Lease Agreement and Exhibit A depicting space

**LEASE AGREEMENT BETWEEN THE COUNTY OF MONO
AND INYO MONO ADVOCATES FOR COMMUNITY
ACTION FOR CERTAIN SPACE WITHIN
THE MONO LAKE INDIAN AND LEE
VINING COMMUNITY CENTER**

This Lease is entered into and effective as of this 1st day of April 2025, by and between Mono County Office of Education, a political subdivision of the State of California (hereinafter sometimes referred to as “Tenant”), and the County of Mono, a political subdivision of the State of California (hereinafter sometimes referred to as “Landlord”).

I. Recitals

Whereas, the County of Mono owns a 4,830 square foot Community Center in Lee Vining; and

Whereas, funding for the community center came in part from a Community Development Block Grant (CDBG) through the California Department of Housing and Community Development, the application for which stated the County’s intention to facilitate the provision of childcare services to low-income children at the community center; and

Whereas, there is an 825 square foot space within the community center that was specifically designed to serve as a childcare center and can be licensed to serve up to 14 children; and

Whereas, since 2002, such a childcare center was operated by Inyo Mono Advocates for Community Action (IMACA) until March 2022, when Mono County Office of Education assumed responsibility for the childcare programs; and

Whereas, the County now wishes to enter into an agreement with Mono County Office of Education to lease that certain space in the community center designed to serve as a childcare facility for the purpose of providing pre-school classes to income-eligible children.

NOW, THEREFORE, the Parties agree as follows:

II. Terms and Conditions

1. Premises

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, on the terms and conditions hereinafter set forth, that real property within and adjacent to the Lee Vining Community Center located at 296 Mattly Avenue in Lee Vining designated by Landlord for daycare services, including the adjoining office space, restroom, and outside playground area. Such space is more particularly described by two drawings attached to this Lease as "Exhibit A" and shall hereinafter be referred to as the "Premises."

2. Term

The term of this Lease shall be for five (5) years commencing on April 1, 2025 and ending on March 31, 2030. Either Landlord or Tenant may request an annual review of the terms contained within the Lease by making a written request to the other party by July 1st of each year. Upon such a request being made, Landlord and Tenant shall meet to discuss modifications, which if mutually agreed to shall be added to the terms and conditions of the Lease beginning on August 15th of that year or as soon as mutually ratified by both parties.

3. Rent

Tenant shall pay to Landlord as rent for the Premises the sum of one dollar (\$1.00) per year, to be paid in one lump sum concurrent with the signing of this Lease. Rent shall be payable without notice or demand in lawful money of the United States to the Landlord at the address stated herein for notices or to such other persons or such other places as the Landlord may designate to Tenant in writing.

4. Taxes

(a) Real Property Taxes

Tenant shall pay any real property taxes and general assessments levied and assessed against Tenant as a result of its possessory interest in the Premises.

(b) Personal Property Taxes

Tenant shall pay any taxes assessed against and levied upon the trade fixtures, furnishings, equipment and other personal property of Tenant contained in the Premises.

5. Utilities and custodial

Tenant shall pay a pro-rated share, equivalent to its share of use of the community center building, of all propane, electric, garbage and other utility services currently supplied to the building. At this time, that amount is estimated to be 25% of the total costs of those services. Landlord reserves the right, however, to monitor use of the Premises by Tenant and to amend that number at the end of one year if Tenant's use of the building, as a portion of the total use of the building, exceeds 25%.

Tenant shall install a separate phone line for the sole and exclusive use of Tenant, the cost of which (including installation and monthly usage fees and costs) shall be paid solely by Tenant. If Tenant desires to have additional services (such as fax lines or additional phone lines) installed at the Premises, Tenant shall pay the full cost to install, connect, and operate such services, including but not limited to equipment, labor, and monthly usage costs and fees.

Tenant shall perform all necessary custodial work on the Premises, including but not limited to cleaning bathrooms, office space, and the childcare classroom and maintaining the outdoor playground area in a clean condition free from litter and debris.

6. Condition of Premises

Tenant has examined Premises, all furniture, furnishings, and fixtures, including smoke detectors, and acknowledges that these items are in operative condition.

7. Maintenance of Premises

Landlord shall maintain the exterior and landscaping of the Premises (excluding the playground area) in its present condition, ordinary wear and tear excepted. Landlord is also responsible for maintenance and repair of appliances and fixtures that were a part of the Premises prior to occupancy by Tenant. This includes, but is not limited to, plumbing, septic, heating, electrical, and lighting, unless there is clear evidence that the need for repair was caused by the negligence or willful misconduct of Tenant or Tenant's employees or clients.

8. Fixtures

Tenant may not install any fixtures of a permanent nature at the Premises without the prior written consent of Landlord. Any fixtures that are affixed to the Premises by Tenant in such a manner that removal would result in damage to the Premises shall become the sole and exclusive property of Landlord upon termination of

this Lease. Any fixtures that are affixed to the Premises by Tenant in such a manner that removal would not result in damage to the Premises shall remain the sole and exclusive property of Tenant upon termination of this Lease. Any such fixtures not removed by the end of the Lease term shall become the property of Landlord.

At the time of entry into this Lease, Tenant anticipates installing playground equipment and a 6 x 12 foot shed in the outside playground area. Tenant shall obtain County approval in writing prior to installation of either fixture.

9. Required licenses, certificates, and permits

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Tenant to provide pre-school classes at the community center must be procured by Tenant. It shall be the sole responsibility of Tenant to maintain such licenses, certificates, and permits in full force and effect so long as Tenant continues to provide pre-school services. Licenses, certificates, and permits may include, but are not limited to, driver¹s licenses, professional licenses or certificates, and business licenses.

10. Use of Premises by Tenant

The Premises shall be used by Tenant solely for the purposes of operating a pre-school to serve income-eligible children. It shall be the responsibility of Tenant to verify that children enrolled in the pre-school meet income and other eligibility criteria set forth in the County's grant agreement with the State of California Department of Housing and Community Development. Eligibility records shall be maintained and available for verification and review upon request by either Landlord or the California Department of Housing and Community Development.

Tenant acknowledges and understands that the Lee Vining Community Center is used by a variety of other groups, including but not limited to the Mono Lake Kuzedikaa Indians, for meetings and other purposes throughout the week. Tenant's use will in no way interrupt, interfere with, or obstruct the use of other parts of the center by those groups.

11. Use of Premises by other parties

Tenant hereby agrees that Landlord, subject to review by Tenant to ensure compatibility with Tenant's use of the Premises, may use or lease the Premises (excluding the office space) to another party for the purpose of providing childcare services or for any other purpose during the hours in which Tenant does not provide pre-school classes.

12. Supplies, equipment, etc.

Tenant shall provide and maintain such supplies, equipment, vehicles, reference materials, and support services as Tenant deems necessary for Tenant to provide pre-school services to income-eligible 3-4 year olds at the community center.

13. Kitchen use

Tenant shall have the right to use the kitchen facilities for the preparation of breakfast and a mid-morning snack, provided that such use does not conflict with the use of such facilities by any member of the public, group, or other party using the community center. If Tenant does use kitchen facilities, it must clean up after itself and leave the kitchen in a clean and safe condition. Tenant's employees shall not use any equipment in the kitchen unless they have been trained in proper use of that equipment. If Tenant does use any piece of kitchen equipment, then Tenant agrees to assume all risk of damage or injury to persons or property from misuse of that equipment and to hold harmless, defend, and indemnify Landlord from liability for such damage or injury.

14. Subletting and assignment

Entry into this Lease is premised upon Tenant's representation that it will provide pre-school services at the Premises. Landlord has relied on the expertise and experience of Tenant as a longstanding provider of pre-school services to low income children in Mono County in entering into this Lease. Therefore, no subletting, assignment, or other occupancy of the Premises by any party other than Tenant shall occur without the prior written consent of the Landlord.

15. Insurance

Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of combined, single limit, bodily injury and property damage insurance insuring Landlord and Tenant against any liability arising out of the use, occupancy or maintenance of the Premises by the Tenant. Such insurance shall be a combined single limit policy in an amount not less than one million dollars (\$1,000,000.00).

16. Defense and indemnification

Tenant shall defend, indemnify, and hold harmless Landlord, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the provision of pre-school services at the Premises or the occupancy of the Premises, by Tenant, or Tenant's agents, officers, or employees. Tenant's obligation to defend, indemnify, and hold Landlord, its agents, officers, and

employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Tenant's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of Tenant, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Tenant's obligation to defend, indemnify, and hold the Landlord, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Tenant to procure and maintain a policy of insurance.

17. Lease termination

This Lease may be terminated at any time by either party with or without cause by providing the other party, at the address listed herein, with written notice ninety (90) days prior to termination, of intent to terminate. In the event of the failure by Tenant to comply with the terms and conditions contained herein, this Lease may be terminated upon thirty (30) days written notice.

18. Lease renewal

If not terminated or amended as provided herein, this Lease shall automatically renew for subsequent five-year periods under the same terms and conditions, unless written notification is provided by either party to the other party at the address listed below at least ninety (90) days prior to the expiration of the five-year period.

19. Notices

Whenever under this Lease a provision is made for any demand, notice or declaration of any kind, it shall be in writing and served either personally or sent by United States mail, postage prepaid, addressed to:

The Tenant:

Mono County Office of
Education
Superintendent
P.O. Box 130 Mammoth
Lakes, CA 93546 (760)
934-0031 ext. 104

The Landlord:

Director
Mono County Department of Public Works
P.O. Box 457 Bridgeport,
CA 93517 (760) 932-5440

20. Right of entry

Landlord reserves, and shall at any reasonable time have, the right to enter the Premises, upon reasonable notice, to inspect the same, conduct routine maintenance, to post notices of non-responsibility, to repair the Premises and any portion of the community center building that Landlord may deem necessary or desirable and may for that purpose erect scaffolding and other necessary structures where reasonably required, always providing that the entrance to the Premises shall not be unreasonably blocked and that the activities of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's activities, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby.

Landlord shall retain a key with which to unlock all of the doors to the Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open such doors in an emergency in order to obtain entry to the Premises. Any entry to the Premises by Landlord by any means shall not be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises.

21. Waivers

No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant or Landlord of the same or any other provisions.

22. Integration

Landlord and Tenant agree that this Lease constitutes the entire agreement of the parties with respect to the rental of the Premises. No prior agreements, written or oral, exist which would alter the terms of this Lease.

III. **Execution**

In witness thereof, the Parties hereto have executed this Lease through their authorized representatives this _____ day of 2025.

LANDLORD:

MONO COUNTY

By: Sandra Moberly
County Administrative Officer

TENANT:

Mono County Office of
Education

By: Tammy Bennet Nguyen
Mono County Superintendent of Schools

By:

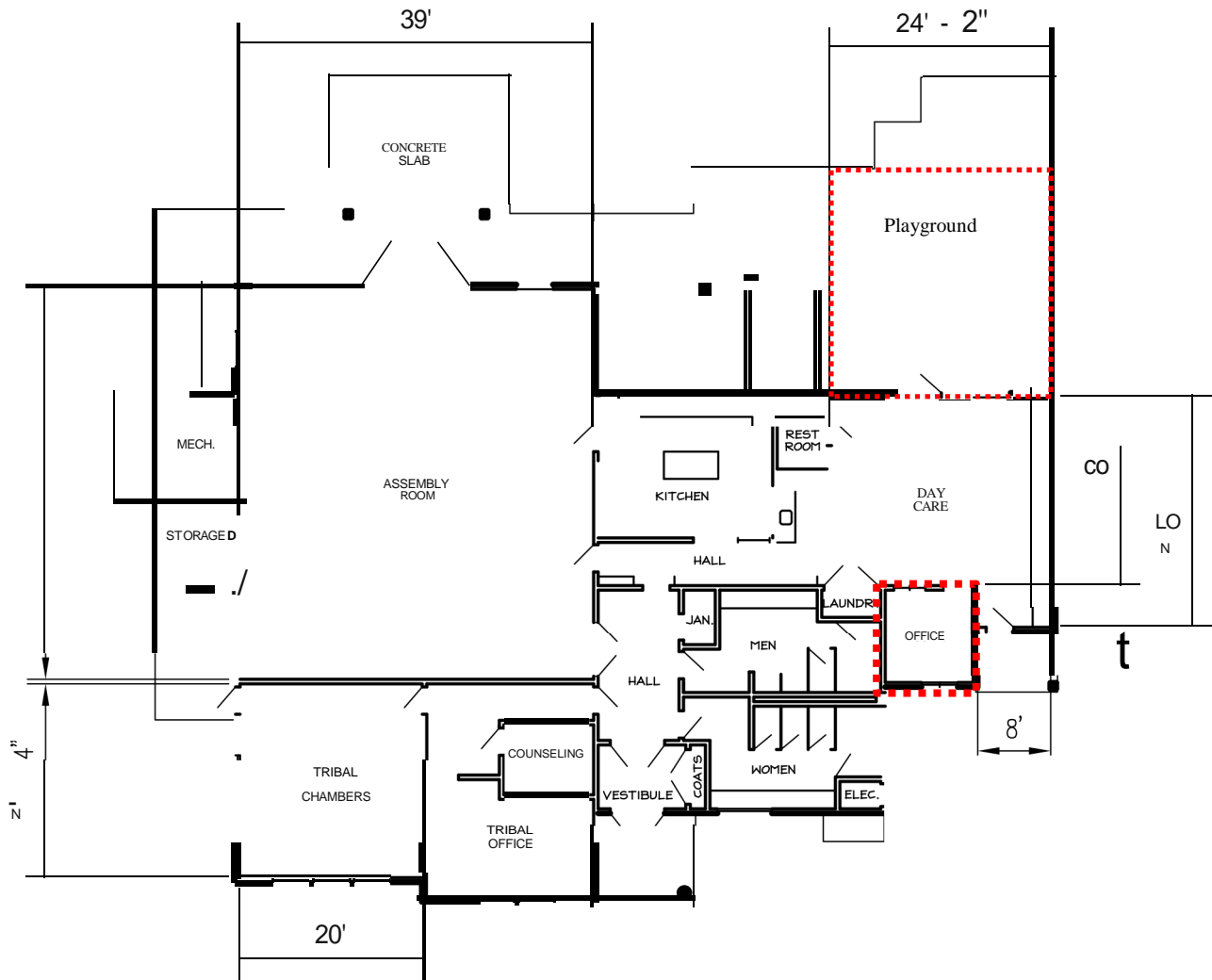
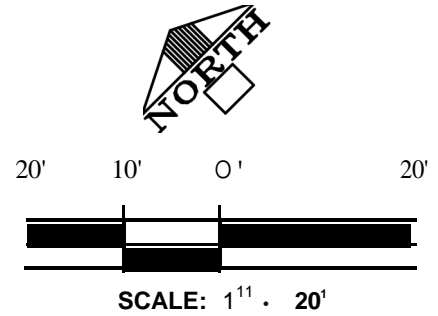
APPROVED AS TO FORM:

County Counsel

POSTED OCCUPANCIES

ASSEMBLY ROOM MEETING:
ASSEMBLY ROOM DINING:

DAY CARE:
TRIBAL CHAMBERS:



FLOOR PLAN

**MONO COUNTY
DEPARTMENT OF PUBLIC WORKS**

74 North School St.
Post Office Box 457
Bridgeport, CA 93517

Phone: (7 0)932-5440
Fax, (7 0)932-5441
monopw@mono.ca.gov

**LEE VINING
COMMUNITY CENTER
APN 21-090-17
296 MATTLY AVENUE
LEE VINING**

SHEET
1 OF 1

DATE: 03.15.11



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Updated Conflict of Interest Code for
Tri-Valley Groundwater Management
District

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

All local government agencies, including special districts, are required by state law (Government Code section 81000 et seq.) to adopt their own conflict-of-interest codes and to review such codes once every two years. The Board of Supervisors is the code-reviewing body for the conflict-of-interest codes for Mono County and must approve any changes to conflict-of-interest codes for it to take effect. The proposed conflict-of-interest codes as adopted by each of the Board of Directors has been reviewed by County Counsel and complies with all applicable statutory requirements.

RECOMMENDED ACTION:

Approve the new Conflict of Interest Codes adopted by the Tri-Valley Groundwater Management District.

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"/> Staff Report
<input type="checkbox"/> TVGMD COI Code

History

Time

Who

Approval

3/24/2025 10:21 AM	County Counsel	Yes
3/26/2025 8:07 AM	Finance	Yes
3/26/2025 9:55 AM	County Administrative Office	Yes

County Counsel
Christopher L. Beck

Assistant County Counsel
Emily R. Fox

Deputy County Counsel
Jeff Hughes

**OFFICE OF THE
COUNTY COUNSEL**
Mono County

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

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors

From: Emily Fox

Date: April 1, 2025

Re: District Conflict-of-Interest Codes

Strategic Plan Focus Area(s) Met

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

Discussion

As you may recall, all local government agencies are required by state law to adopt their own conflict-of-interest codes and to review such codes once every two years. Such codes and amendments thereto are not effective, however, until duly approved by the “code-reviewing body.” The Board of Supervisors is the code-reviewing body for the conflict-of-interest codes of all agencies in the county other than the Town of Mammoth Lakes.

I have reviewed the revised conflict of interest code adopted by the Tri-Valley Groundwater Management District and find that it complies with all applicable statutory requirements. Accordingly, I recommend Board approval.

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

EXHIBIT “A-2025”

MONO COUNTY TRI-VALLEY GROUNDWATER MANAGEMENT DISTRICT CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 8100, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Sec. 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix A-2025, designating positions, and Appendix B-2025, establishing disclosure requirements, shall constitute the Conflict of Interest Code of the Mono County Tri-Valley Groundwater Management District (District).

Individuals holding designated positions shall file their Statements of Economic Interests with the Mono County Clerk-Recorder, who shall be and perform the duties of the Filing Officer for the District.

**MONO COUNTY TRI-VALLEY GROUNDWATER MANAGEMENT
DISTRICT CONFLICT OF INTEREST CODE**

**EXHIBIT “A-2025”
APPENDIX “A-2025”
LIST OF DESIGNATED EMPLOYEES**

<u>JOB TITLE</u>	<u>DISCLOSURE CATEGORY</u>
Legal Counsel	1
Technical Staff/Advisor	1
Consultant	1

* Consultants are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The District Board may determine in writing that a particular consultant, although a “designated position”, is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The District Board determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Section 81008.)

NOTE: Members of the District Board of Directors are not designated within this Code because they must file under Government Code Section 87200.

**MONO COUNTY TRI-VALLEY GROUNDWATER MANAGEMENT DISTRICT
CONFLICT OF INTEREST CODE**

**EXHIBIT “A-2025”
APPENDIX “B-2025”
LIST OF DISCLOSURE CATEGORIES**

<u>DISCLOSURE CATEGORY</u>	<u>CATEGORY DESCRIPTION</u>
1	Investments and business positions in business entities and sources of income (including receipt of gifts, loans and travel payments) if the business entity or sources of income are located in or doing business in the District.
2	Interests in real property located in the District, including property located within a two mile radius of any property owned or used by the District.
3	Investments and business positions in business entities and sources of income (including receipt of gifts, loans and travel payments) of the type which are subject to the regulatory, permit, or licensing authority of the District.
4	Investments and business positions in business entities and sources of income (including receipt of gifts, loans and travel payments) of the type which engage in land development, construction, or the acquisition or sale of real property.
5	Investments and business positions in business entities and sources of income (including receipt of gifts, loans and travel payments) of the type which are: private water companies; engaged in farming, real estate development, ownership of real property, or the delivery of concessions or services on behalf of the District by virtue of the District’s authority.

Resolution 25-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONO COUNTY
TRI-VALLEY GROUNDWATER MANAGEMENT DISTRICT ADOPTING
AN UPDATED CONFLICT OF INTEREST CODE**

WHEREAS, pursuant to the Political Reform Act, the Mono County Tri-Valley Groundwater Management District has reviewed its Conflict of Interest Code and finds that some revisions are necessary; and

WHEREAS, the most expedient way to accomplish the necessary revisions is to adopt a new Conflict of Interest Code;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Mono County Tri-Valley Groundwater Management District that the Conflict of Interest Code attached hereto as Exhibit "A-2025" and incorporated herein by this reference is hereby adopted as the Conflict of Interest Code for the District and said Code shall supersede any other Conflict of Interest Codes previously adopted by the Board of Directors.

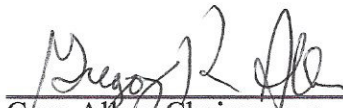
PASSED, APPROVED and ADOPTED this 26th day of February, 2025, by the following vote, to wit:

AYES: Directors Allen, Moss, Mitchell, Rhodes, Bassett

NOES: none

ABSENT: Directors Doonan and Parkinson

ABSTAIN: none



Greg Allen, Chairperson
Mono County Tri-Valley
Groundwater Management District
Board of Directors

ATTEST:

APPROVED AS TO FORM:



Secretary of the Board



Agency Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

TIME REQUIRED

SUBJECT

2024-2025 Mono County Civil Grand
Jury Investigation Report - Mono
County Cybersecurity Preparedness

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Mono County Civil Grand Jury released their 2024-2025 Investigation Report on March 1, 2025. The Grand Jury conducted an investigation into Mono County's cybersecurity preparedness, focusing on the County's security posture and Payment Card Industry (PCI) compliance.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Queenie Barnard

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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[Cyber Security Investigation Report](#)

History

Time

Who

Approval

2024 -2025 Mono County Civil Grand Jury Investigation Report

Mono County Cybersecurity Preparedness

March 1, 2025
V4.0

SUMMARY

The 2024-2025 Mono County Civil Grand Jury conducted an investigation into Mono County's cybersecurity preparedness, focusing on the County's security posture and Payment Card Industry (PCI) compliance. The investigation was prompted by the increasing vulnerability of local government agencies to cyber-attacks as they transition to digital systems. The grand jury's investigation was guided by Mono County's 2019 Information Technology Strategic Plan, which outlined its two-year cybersecurity objectives.

While the County has made good progress in cybersecurity preparedness as outlined in the Strategic Plan, several gaps were identified:

- **Staffing Deficiencies:** The County has operated without a Chief Information Security Officer (CISO) since June 2021, leaving cybersecurity responsibilities to be absorbed by existing IT staff, and resulting in slowing progress towards objectives outlined in the strategic plan.
- **Testing Gaps:** The County lacks regular penetration testing and external vulnerability testing, with no sustainable funding in place for periodic testing.
- **Backup Vulnerabilities:** The absence of immutable backups places the County at high risk for potential ransomware attacks.
- **Infrastructure Risks:** Unsupported devices remain in the environment, creating significant cybersecurity vulnerabilities due to lack of security patches and updates.
- **PCI Compliance Issues:** The County appears to be using an incorrect self-assessment questionnaire (SAQ) for PCI compliance attestation, and the IT department is not involved in the compliance process.

Despite these challenges, the investigation noted positive developments, including successful implementation of quarterly cybersecurity training with a greater than 80% compliance rate among County and City employees.

The grand jury made eight recommendations, including:

- Establishing a cooperative process between Finance and IT for completing the annual PCI compliance self-assessment.
- Developing a plan to implement immutable backups for critical data.
- Creating sustainable processes for regular security testing and device updates.
- Assessing staffing needs for cybersecurity initiatives.

- Implementing quarterly cybersecurity training compliance reporting to County executives.

This report requires responses from the Mono County Board of Supervisors regarding findings F2-F7 and recommendations R2-R8 within 90 days, with an invited response from the Director of Information Technology within 60 days.

GLOSSARY

- **Cyber-Attack:** An attempt to damage, disrupt, or gain unauthorized access to computers, networks, or digital systems with malicious intent.
- **Cyber-Security:** The practice of protecting computers, networks, digital systems, and data from unauthorized access, attacks, and damage.
- **Digital Systems:** Electronic devices, networks, and software applications that process, store, or transmit information in electronic form.
- **Immutable backups:** Copies of data that cannot be modified, encrypted, or deleted once they are created.
- **PCI Compliance:** PCI (Payment Card Industry) is a set of security standards designed to ensure all companies that accept, process, store, or transmit credit card information maintain a secure environment.
- **PCI Self-Assessment Questionnaire (SAQ):** A validation tool used by businesses to self-evaluate their compliance with credit card security requirements.
- **Penetration Testing:** Penetration testing is a simulated cyber-attack on a computer system, network, or application to identify and assess security vulnerabilities.
- **Ransomware:** A type of malicious software designed to block access to critical data until a sum of money is paid.
- **Threat Actor:** An individual, group, organization or government that attempts or executes a cyber-attack.
- **Vulnerability Testing:** Vulnerability testing is the systematic scanning and examination of computer systems, networks, or applications to identify potential security weaknesses and flaws.

BACKGROUND

According to the FBI's Internet Crime Complaint Center (IC3) 2024 Internet Crime Report, ransomware attacks against state and local government entities continue to pose a significant threat, with government services being among the top targeted sectors. Local government agencies have become increasingly vulnerable to cyber-attacks as they continue to transition critical services and sensitive public data to digital systems. Such systems support public safety, tax collection, property records, court documents, and emergency services – making them attractive targets for cyber criminals. Sophisticated cyber criminals specifically target local governments due to their limited cybersecurity resources and the critical nature of their services. Counties that fail to maintain robust cybersecurity preparedness risk not only financial losses but also disruption to essential public services, damage to citizen trust, and potential legal liability for data breaches.

Given the increasing risks of cyber-attack for local government agencies described above, the Mono County Grand Jury conducted an investigation into Mono County's Cyber Security posture and preparedness. The investigation focused on the County's cyber security readiness across a number of areas described in the Discussion section below. Since the County accepts in-person and web-based credit card payments, the investigation also looked into the County's compliance to the Payment Card Industry (PCI) requirements imposed by the major credit card brands.

During the investigation, the Grand Jury learned the County's Information Technology department provides cybersecurity services to all County departments, including the Sheriff's Department and the Town of Mammoth Lakes. Therefore, findings and recommendations included in this report are intended to benefit all three organizations.

METHODOLOGY

The Grand Jury reviewed the following documents and web resources:

- *Mono County IT Cyber Security Incident Procedures documentation*, Various dates
- *Information Technology Strategic Plan*, 2019
- *Mono County Payment Card Industry Policy*, 2020
- *Mono County's Attestation of Compliance Form SAQ-D*, 2024
- *Mono County Information Technology Organization Chart*, 2024
- Egbedion, Grace. [*Impact Of Vulnerability Management And Penetration Testing On Security-Informed IT Project Planning And Implementation*](#). *Journal of Engineering Science and Technology*, 2024
- *Verizon Data Breach Investigations Report*. Verizon Business, 2023
- *PCI Security Standards Document*
https://listings.pcisecuritystandards.org/documents/Understanding_SAQs_PCI_DSS_v3.pdf

Interviews

During the investigation, the Grand Jury interviewed 3 employees with Mono County.

DISCUSSION

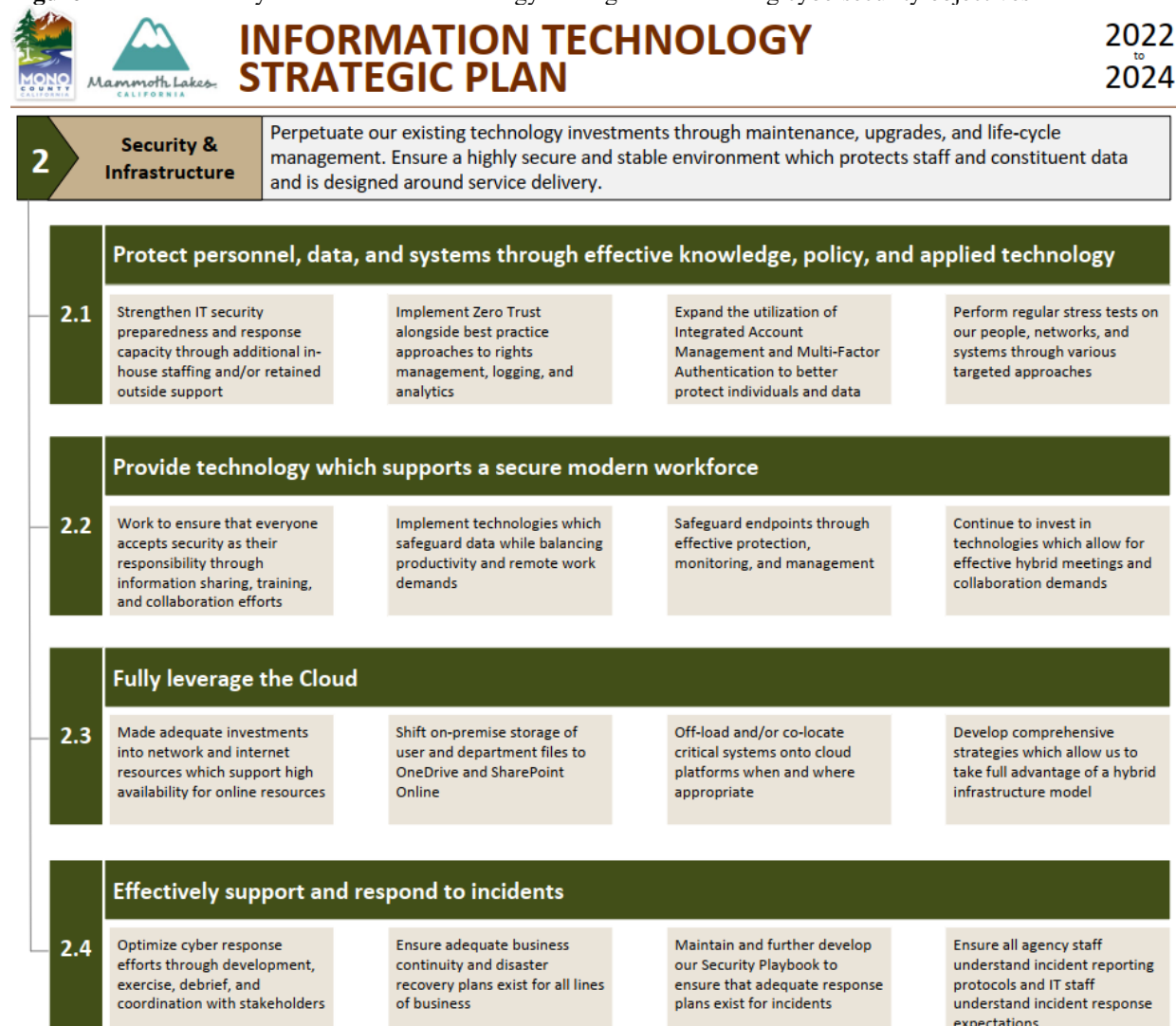
The Grand Jury recognizes cybersecurity is an extremely complicated topic. Specialized knowledge, experience, and expertise are required for a deep understanding of what is necessary to adequately prevent, detect, respond, and recover from a cyber-attack. Therefore, the grand jury's investigation was limited to examining the County's plans to continuously improve its cybersecurity posture, progress against those plans, and compliance to the Payment Card Industry (PCI) requirements.

Guiding the investigation was the County's Information Technology Strategic Plan where cybersecurity objectives and initiatives are documented. The investigation was also guided by publicly available Payment Card Industry (PCI) requirement documents and forms.

Cyber Security Objectives

In 2019, Mono County released a two-year strategic plan that included cybersecurity objectives (Figure 1) to continuously improve the County's security posture.

Figure 1 – Mono County’s Information Technology Strategic Plan showing cybersecurity objectives



The Grand Jury was pleased to see cyber security included in Information Technology’s strategic plan with clear objectives outlined. Among the strategic plan’s four objectives, objective #2 (Figure 1) was most relevant to the Grand Jury’s investigation, with sections 2.1, 2.2, and 2.4 of most interest.

Mono County has made good progress towards their cybersecurity preparedness with meaningful accomplishments and completion of most documented initiatives. However, more work is needed to complete all initiatives and continue to mature Mono County’s cybersecurity preparedness. A discussion of Grand Jury observations and comments on remaining work is below.

Objective 2.1 - Protect Personnel, data, and systems through effective knowledge, policy, and applied technology.

Objective 2.1 outlines the need for staffing to “Strengthen IT security preparedness”. However, the County’s IT team lost their part-time Chief Information Security Officer (CISO) in June 2021 and had not filled the position at the time of our investigation. The grand jury understands the

position was the only in-house dedicated staff working on completing cyber security initiatives. As a result of the ongoing vacancy, the remaining IT staff has and continues to absorb the additional cyber security workload. The lack of dedicated staffing to continue progress was cited as a major contributor to incomplete work.

Objective 2.1 also describes the need for “regular stress tests”. Vulnerability and penetration testing are key in bolstering cybersecurity resilience and reducing the risks posed by cyber threats (Egbedion, 2024). In addition, PCI Compliance requires quarterly vulnerability scans¹. The grand jury found regular penetration testing and external vulnerability testing had not been performed, nor was there any funding in place to implement sustained periodic testing. At the time of our investigation, grant funding was being pursued to pay for periodic testing. However, interviewees acknowledged grant funding is unreliable and therefore not an ideal funding source for continuous testing needs.

Objective 2.2 - Provide technology that supports a secure modern workforce.

Quarterly Cyber Security training for employees was in place and compliance was being actively monitored as required by Objective 2.2. Understanding that seventy four percent (74%) of all cyber security incidents include the human element via social engineering or stolen credentials (Verizon, 2023), raising awareness of employees through cyber security training can be an effective strategy. The grand jury learned more than 80% of County and City employees completed their quarterly cybersecurity training videos in 2024 - a noteworthy achievement. However, training compliance measurements are not widely published to County executives which would give visibility to trends and aid continuous improvement.

Of most concern regarding incomplete work under objective 2.2 was the lack of immutable backups. Immutable backups are crucial for ransomware recovery because attackers cannot encrypt or destroy them, ensuring organizations always have access to clean, uncompromised data that can be used to restore systems without paying a ransom. The lack of immutable backups for operational critical data places the County at high risk due to its limited ability to recover from a ransomware attack.

The grand jury also discovered the County’s ability to safeguard devices (e.g. PC’s, network switches) is at risk due to the fact that vendor unsupported devices are in the environment. Using devices that are no longer supported by vendors creates significant cybersecurity vulnerabilities since such systems no longer receive critical security patches and software updates to protect against newly discovered threats. When vendors end support for computing devices, they stop developing fixes for security flaws, leaving these systems permanently vulnerable to exploitation by threat actors who search for and target such outdated equipment. The lack of funding was cited as a main reason for not replacing unsupported devices in the environment. At the time of our investigation, grant funding was being pursued to pay for replacing unsupported devices. Again, interviewees acknowledged grant funding is unreliable and therefore not an ideal funding source for continually keeping the environment up to date.

Objective 2.4 - Effectively support and respond to incidents.

¹ **PCI Requirements Document v4: Requirement 11.3.2** External vulnerability scans are performed as follows: At least once every three months.

The County has good documentation for procedures to respond to a cyber security incident. However, the grand jury did notice many of the documents appear old with revision dates from over 8 years ago, or are out of date as they list contact information for employees no longer with Mono County.

Objective 2.4 also outlined the need for business continuity and disaster recovery plans. The grand jury learned such plans exist, but the validation of those plans through periodic exercises - such as desktop exercises - are not being performed. Disaster recovery desktop exercises are simulated crisis scenarios where an organization's key personnel gather to verbally work through their response to potential disasters, such as cyber-attacks, natural disasters, or system failures. These exercises are valuable because they allow teams to identify gaps in recovery plans, clarify roles and responsibilities, and practice decision-making in a low-stress environment before a real crisis occurs. The lack of dedicated cyber security staff was cited as a major contributor to not performing disaster recovery desktop exercises.

Payment Card Industry Requirements

PCI (Payment Card Industry) requirements are designed to protect credit card data during and after financial transactions. Organizations – such as Mono County - handling credit card information must comply with PCI requirements which are focused on protecting cardholder data and regularly monitoring and testing systems for vulnerabilities. There are currently 9 different self-assessment questionnaires' (SAQ's) used by organizations to assess their compliance to PCI requirements. How an organization accepts and processes credit card transactions determines which SAQ is used to assess compliance.

The grand jury learned the County has outsourced their credit card processing to a 3rd party vendor, and uses payment terminals to encrypt in-person payments. The grand jury also learned the County's Finance department completes the SAQ each year and attests to the major credit card brands that they meet all PCI requirements. However, there are two issues the grand jury uncovered with the annual completion of the SAQ:

1. **The County appears to be using the wrong SAQ form given they use devices that encrypt credit card payments and process transactions through a 3rd party.** According to the County's last attestation using form SAQ-D, they indicated credit card data is present in their computing environment. However, the County does not store credit card data in the computing environment according to those we interviewed. Selecting the wrong SAQ form can result in failing to implement the required security controls for the County's environment, leaving cardholder data vulnerable to theft or compromise. Additionally, claiming compliance using an incorrect SAQ could be considered misrepresentation, potentially leading to increased liability in the event of a breach and possible fines or penalties from payment card brands.
2. **The County's Information Technology department was not aware of PCI Compliance requirements and the annual SAQ process.** The Information Technology (IT) department has detailed knowledge of the County's technical environment essential for accurately completing an SAQ. Without IT's involvement, the County risks overlooking security controls and misunderstanding their credit card environment, which may lead to inaccurately claiming compliance. For example, the County claimed full PCI compliance in their September 2024 attestation even though PCI requirement 11.3.2 calling for quarterly

vulnerability scans are not being performed. Such inaccuracies should be caught with IT involvement.

FINDINGS

- F1. The County regards Cyber Security preparedness as a high priority by taking positive actions to continuously improve its maturity posture resulting in a lower risk of cyber security incidents.
- F2. The Payment Card Industry (PCI) self-assessment questionnaire (SAQ) process inadequately involves IT resulting in a lack of IT awareness of the PCI Compliance process and errors on attestation reporting.
- F3. The lack of immutable backups results in increased risk of disruption to important County operations due to a ransomware attack.
- F4. Computing devices, no longer supported by the vendor, are present in the environment resulting in an increased risk of cybersecurity vulnerabilities and attacks.
- F5. The lack of consistent periodic external penetration testing and vulnerability scans results in unknown potential exploits which increases the risk of cybersecurity incidents.
- F6. Important Cyber Security projects and initiatives have not begun or are lagging due to insufficient staffing.
- F7. Quarterly cyber security training is taking place with noteworthy results. However, there's a lack of visibility to compliance measurements among County executives.

RECOMMENDATIONS

- R1. The Grand Jury commends the Information Technology department for their ongoing efforts on cybersecurity preparedness.
- R2. The grand jury recommends the Board of Supervisors instruct the Director of Finance and Director of IT to document and put into practice a cooperative process for completing the annual PCI Compliance assessment. Recommendation to be completed by 08/01/2025.
- R3. The grand jury recommends the Board of Supervisors instruct the Director of Finance and Director of IT to determine the correct PCI SAQ form(s) to be used in the County's next annual PCI Compliance assessment and attestation. Recommendation to be completed by 08/01/2025.
- R4. The grand jury recommends the Board of Supervisors instruct the Director of IT to document a plan to implement immutable backups for operationally critical data. Plan to be documented by 9/01/2025.
- R5. The grand jury recommends the Board of Supervisors instruct the Director of IT to define a sustainable annual process to remove or replace unsupported computing devices from the environment. Recommendation to be completed by 08/01/2025.

- R6. The grand jury recommends the Board of Supervisors instruct the Director of IT to define a sustainable process to conduct periodic external penetration tests and vulnerability scans. Recommendation to be completed by 09/01/2025.
- R7. The grand jury recommends the Board of Supervisors instruct the Director of IT to assess the staffing and capacity demands needed to reasonably support Information Technology's Cyber Security roadmap for the purpose of submitting such staffing in its next fiscal year budget. Recommendation to be completed by 10/01/2025.
- R8. The grand jury recommends the Board of Supervisors instruct the Director of IT to implement a process for providing the Board of Supervisors a quarterly report on employee compliance to cybersecurity training. Recommendation to be completed by 10/01/2025.

REQUEST FOR RESPONSES

The following responses are required pursuant to Penal Code sections 933 and 933.05:
From the following governing bodies:

- The Mono County Board of Supervisors: Respond to findings F2 – F7, and recommendations R2 – R8 within 90 days of receipt of this report.

Invited responses

The Grand Jury invites the following individual to respond:

- Mono County Director of Information Technology: Respond to findings F2 – F7, and recommendations R2 – R8 within 60 days of receipt of this report.

Response Submissions

Response must be submitted to the presiding judge of the Mono County Superior Court in accordance with the provisions of Penal Code section 933.05. Responses must include the information required by section 933.05.

Responses can be sent via email to: GJ@mono.courts.ca.gov or mailed to the following address:

Honorable Mark Magit, Presiding Judge
Mono County Superior Court
P.O. Box 1037
Mammoth Lakes, California 93546

Also, please email a copy of the response to Nancy Licari, Staff Secretary to the Grand Jury, at nlicari@mono.courts.ca.gov

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

TIME REQUIRED

SUBJECT

Correspondence Sent Regarding
Reauthorizing Secure Rural Schools
(SRS)

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Correspondence sent on behalf of Mono Board of Supervisors to Speaker Mike Johnson regarding reauthorizing Secure Rural Schools (SRS) by passing H.R.1383 - Secure Rural Schools Reauthorization Act of 2025.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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<input type="checkbox"/> Letter

History

Time	Who	Approval
3/24/2025 9:52 AM	County Counsel	Yes
3/26/2025 8:16 AM	Finance	Yes
3/26/2025 9:41 AM	County Administrative Office	Yes



Jennifer Kreitz~District One Rhonda Duggan~District Two Paul McFarland~District Three
John Peters~District Four Lynda Salcido~District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

BOS@mono.ca.gov

Queenie Barnard, Clerk of the Board

March 17, 2025

The Honorable Mike Johnson
Speaker of the House United States House of Representatives
1236 Longworth House Office Building
Washington, DC 20515

RE: Reauthorizing Secure Rural Schools (SRS) by passing HR1383 (LaMalfa)

Dear Speaker Johnson,

On behalf of the 13,000 residents of Mono County and the National Association of Counties (NACo), I am writing to urge reauthorizing Secure Rural Schools (SRS) by passing HR1383 (LaMalfa). The SRS program is a lifeline for over 700 counties and 3,000 school districts across the United States, providing essential funding for schools, roads, infrastructure, and public safety.

In Mono County, SRS funding is critical to maintaining educational programs, transportation services, and public infrastructure. Our rural school districts, which serve small student populations across vast geographic areas, rely heavily on SRS to cover transportation costs and sustain vital programs that would otherwise go unfunded. Without SRS, the ability to safely transport students and provide equitable educational opportunities would be severely compromised.

Historically, rural counties have depended on a share of receipts from local timber harvests to supplement funding for education and infrastructure. However, national policies in the 1980s significantly reduced timber revenues, leaving counties and school districts with substantial funding gaps. In response, Congress enacted SRS in 2000 to stabilize payments and ensure that forested counties could continue to meet their obligations.

The program's reauthorization has been inconsistent, creating uncertainty for counties like Mono. When SRS authorization lapsed in FY 2016, federal forest payments to counties decreased by over 80%, leading to dramatic budgetary shortfalls. While SRS was last reauthorized in 2021 for FYs 2021 through 2023, the need for a long-term solution remains urgent.

In April 2024, the U.S. Forest Service distributed \$232 million in SRS funds to counties, underscoring the program's importance in supporting essential services mandated by federal and state laws. Without reauthorization, counties will face significant challenges in funding education, emergency services, transportation infrastructure, and law enforcement. We respectfully urge you to prioritize the inclusion of Secure Rural Schools in the upcoming budget package to ensure that rural counties and school districts can continue to serve their communities effectively. Thank you for your leadership and commitment to addressing the needs of rural America.

Sincerely,

Lynda Salcido
Board Chair
Mono County Board of Supervisors



Lynda Salcido (Mar 17, 2025 12:02 PDT)

cc: Mono County Board of Supervisors
The Honorable Kevin Kiley, U.S. House of Representatives
The Honorable Doug LaMalfa, U.S. House of Representatives
The Honorable Alex Padilla, U.S. Senate
The Honorable Adam Schiff, U.S. Senate



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

TIME REQUIRED

SUBJECT

Correspondence Sent Regarding the
Future of the Federal Workforce

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Correspondence sent on behalf of Mono Board of Supervisors to Office of Personnel Management Acting Director Ezell in support of the March 7, 2025, letter sent by Representatives regarding the future of the federal workforce and the government's ability to deliver essential services.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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Letter

History

Time	Who	Approval
3/24/2025 9:51 AM	County Counsel	Yes
3/26/2025 8:17 AM	Finance	Yes
3/26/2025 9:41 AM	County Administrative Office	Yes



Jennifer Kreitz~District One Rhonda Duggan~District Two Paul McFarland~District Three
John Peters~District Four Lynda Salcido~District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

BOS@mono.ca.gov

Queenie Barnard, Clerk of the Board

March 13, 2025

Acting Director Charles Ezell
Office of Personnel Management
900 E St., NW
Washington, DC 20415

Dear Acting Director Ezell,

On behalf of the Mono County Board of Supervisors, we write to express our strong support for the recent letter dated March 7, 2025, sent by Representatives McClintock, Obernolte, LaMalfa, Tiffany, Kiley, Crane, and Owens. This letter highlights that the indiscriminate firing of probationary employees—often those recently hired or promoted—threatens the future of a nonpartisan federal workforce and the government's ability to deliver essential services, and we fully support the concepts presented.

As the eastern gateway to Yosemite National Park, Mono County understands the critical importance of responsible land stewardship, infrastructure investment, and sustainable outdoor recreation. The issues raised in the March 7 2025, letter directly impact our communities, environment, and local economy, and we appreciate the leadership of the Congressmen in advocating for solutions that benefit both rural and gateway communities like ours.

We urge your office to carefully consider the recommendations in the March 7 2025 letter, and we welcome continued dialogue on how to collaboratively address these important matters. Please do not hesitate to reach out if we can provide additional input or assistance.

Sincerely,

Lynda Salcido (Mar 14, 2025 10:56 PDT)

Lynda Salcido
Board Chair
Mono County Board of Supervisors

Cc:

cc: Mono County Board of Supervisors

The Honorable Kevin Kiley, U.S. House of Representatives

The Honorable Tom McClintock, U.S. House of Representatives

The Honorable Jay Obernolte, U.S. House of Representatives

The Honorable Doug LaMalfa, U.S. House of Representatives

The Honorable Tom Tiffany, U.S. House of Representatives

The Honorable Elijah Crane, U.S. House of Representatives

The Honorable Burgess Owens U.S. House of Representatives

The Honorable Alex Padilla, U.S. Senate

The Honorable Adam Schiff, U.S. Senate

The Honorable Marie Alvarado-Gil, California State Senate District 4

The Honorable David Tangipa, California State Assembly District 8

Pat Blacklock, Rural County Representatives of California

Catherine Freeman, California State Association of Counties

Scott Gediman, Yosemite National Park

Mammoth Lakes Town Council



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

TIME REQUIRED

SUBJECT Correspondence Sent Regarding
Senate Bill 346 (Durazo)

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Correspondence sent on behalf of Mono Board of Supervisors to Senator Durazo in support of Senate Bill 346 - Local agencies: transient occupancy taxes: short-term rental facilitator.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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History

Time	Who	Approval
3/24/2025 9:51 AM	County Counsel	Yes
3/26/2025 8:16 AM	Finance	Yes
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Jennifer Kreitz~District One Rhonda Duggan~District Two Paul McFarland~District Three
John Peters~District Four Lynda Salcido~District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

BOS@mono.ca.gov

Queenie Barnard, Clerk of the Board

March 17, 2025

Senator Durazo
California State Senate
1021 O Street, Suite 7530
Sacramento, CA 95814

Re: Senate Bill 346 - Local agencies: transient occupancy taxes: short-term rental facilitator

Dear Senator Durazo,

It is with great pleasure we write in support of Senate Bill 346 (Durazo) because of the potential benefits it will bring to our local communities. Specifically, this transparency measure would require disclosure of Assessor Parcel Numbers and identifying information to local governments, allowing them to audit Transient Occupancy Tax remits and compliance with local ordinances.

This Measure Helps Ensure That Everyone in the Travel Community is Paying Their Fair Share

California's tourism industry and local governments rely heavily on Transient Occupancy Taxes (TOT) and other assessment structures to fund services ranging from traditional city functions like law enforcement and fire departments to tourism marketing efforts, which bring in people from around the world to explore communities, enjoy restaurant and shopping experiences, and more. These taxes and assessments are levied upon tourism operations, such as hotels and short-term rentals, to fund these mutually beneficial services. TOT remittances from hotels are auditable, but in many jurisdictions, remittances from short-term rental platforms are not.

The inability of local governments to conduct audits raises an important issue, as studies¹ and reports suggest that not all short-term rental hosts are paying into these services – depriving local governments of essential tax revenue and tourism marketing entities of resources needed to travel demand for their communities. This measure would provide local governments with the information they need to audit remittances and ensure that everyone is paying their fair share to fund essential services and support local businesses.

¹ A 2022 study titled “[The Economic Impacts of Short-Term Rentals in Los Angeles](#)” prepared by researchers from the Urban Politics and Governance Research Group, a part of the School of Urban Planning at McGill University, indicates that 45% of the short-term rentals operating in Los Angeles are illegal, suggesting that there may be an under collection of TOT to the amount of \$14 million in 2022.

Conclusion

California's business community relies upon the maintenance of a level playing field and equal contributions to mutually beneficial services. By requiring disclosure of short-term rental property Assessor Parcel Numbers and identifying information, Senate Bill 346 (Durazo) would provide the transparency local governments need to ensure that participation and create a fair operating environment for our communities. California's legislature has a longstanding tradition of establishing equal standards across all businesses - and we believe this measure to be no different. To that end, we stand in support of Senate Bill 346 (Durazo).

Thank you for your leadership and thoughtful approach to this issue.

Respectfully,

Sincerely,



Lynda Salcido (Mar 17, 2025 12:02 PDT)

Lynda Salcido
Board Chair
Mono County Board of Supervisors



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

TIME REQUIRED

SUBJECT

Correspondence Sent Regarding
Assembly Bill 993 (Hadwick)

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Correspondence sent on behalf of Mono Board of Supervisors to Assembly Member Hadwick in support of Assembly Bill 993
- Hazardous materials management: Rural CUPA Reimbursement Account.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download

[Letter](#)

History

Time	Who	Approval
3/24/2025 9:50 AM	County Counsel	Yes
3/26/2025 8:16 AM	Finance	Yes
3/26/2025 9:41 AM	County Administrative Office	Yes



Jennifer Kreitz~District One Rhonda Duggan~District Two Paul McFarland~District Three
John Peters~District Four Lynda Salcido~District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

BOS@mono.ca.gov

Queenie Barnard, Clerk of the Board

March 13, 2025

The Honorable Heather Hadwick
Member, California State Assembly
1021 O Street, Suite 5710
Sacramento, CA 95814

RE: Assembly Bill 993 – SUPPORT

Dear Assembly Member Hadwick,

On behalf of Mono County, we are pleased to support your Assembly Bill 993 regarding Rural Certified Unified Program Agency (CUPA) Reimbursement Program.

Assembly Bill 993 expands eligibility for CalEPA's Rural CUPA Reimbursement program and increases the maximum annual award to account for inflation.

CUPAs are local agencies that oversee consolidated permitting, inspection, and enforcement programs that protect the public and first responders from accidental releases or spills of hazardous materials and wastes. CUPAs oversee hazardous materials business plans, underground storage tanks, aboveground storage tanks, accidental release prevention programs, hazardous waste management, and hazardous waste tiered permitting programs. CUPAs are often the first to assess wildfire debris for the presence of hazardous materials.

The Rural CUPA Reimbursement Program provides small counties with a population under 150,000 residents and whose CUPAs were certified after January 1, 2000, with up to \$60,000 annually to reimburse counties for program implementation costs. Thirteen counties¹ are currently eligible for the Rural CUPA Reimbursement program. Twelve additional counties² meet the population threshold, but had CUPAs certified before January 1, 2000, and so are ineligible for reimbursement.

¹ Calaveras, Colusa, Glenn, Inyo, Lassen, Mariposa, Modoc, Plumas, Sierra, Sutter, Tehama, Trinity, and Yuba Counties.

² Alpine, Amador, Del Norte, Humboldt, Lake, Mendocino, Mono, Napa, Nevada, San Benito, Siskiyou, and Tuolumne Counties.

AB 993 increases the Rural CUPA Reimbursement cap from \$60,000 to \$100,000, which nearly makes up for lost purchasing power due to inflation since the cap was established in 2001. AB 993 also expands program eligibility to those twelve remaining small counties. These changes strengthen the ability of rural counties to prevent and respond to local hazardous waste and hazardous materials emergencies, ensure first responders are aware of the dangerous chemicals and substances stored in the buildings throughout the communities they protect, and help prevent underground and aboveground storage tank leaks that may contaminate land and drinking water supplies.

For these reasons, we are pleased to support AB 993.

Sincerely,

Lynda Salcido
Lynda Salcido (Mar 19, 2025 17:49 PDT)

Lynda Salcido
Board Chair
Mono County Board of Supervisors

cc: The Honorable Damon Connolly, Chair, Assembly Committee on Environmental Safety
and Toxic Materials
Josh Tooker, Chief Consultant, Assembly Committee on Environmental Safety and Toxic
Materials
Gino Folchi, Consultant, Assembly Republican Caucus Office of Policy and Budget
John Kennedy, Rural County Representatives of California



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

TIME REQUIRED

SUBJECT

Correspondence Sent Regarding
Assembly Bill 470 (McKinner)

PERSONS

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Correspondence sent on behalf of Mono Board of Supervisors to Assembly Member McKinnor in opposition of Assembly Bill 470 - Telephone corporations: carriers of last resort.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download

[Letter](#)

History

Time

Who

Approval



Jennifer Kreitz~District One Rhonda Duggan~District Two Paul McFarland~District Three
John Peters~District Four Lynda Salcido~District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

BOS@mono.ca.gov

Queenie Barnard, Clerk of the Board

March 26, 2025

The Honorable Tina McKinnor
Member, California State Assembly
1021 O Street, Suite 5520
Sacramento, CA 95814

RE: Assembly Bill 470 – OPPOSE
 As Amended March 17, 2025

Dear Assembly Member McKinnor:

On behalf of Mono County, we regretfully oppose your Assembly Bill 470, which would allow a Carrier of Last Resort (COLR) provider to abandon essential responsibilities and phase out reliable and affordable access to basic telephone service for all Californians.

AB 470 automatically relieves any provider of its COLR obligations when it sends a notice to the California Public Utilities Commission (CPUC) when it self-determines that it currently has no customers or population in a particular area, and it is “well-served” by alternative voice services. This bill establishes a process wholly outside of any oversight framework, gifting for-profit monopolies with financial incentives to make self-interested findings and be the sole arbiters to the truth and accuracy of that information.

Moreover, the customer challenge process outlined in AB 470 is also outside of any neutral venue, like the CPUC. Given COLR’s notice to the CPUC is automatically deemed approved, any successful customer challenge is a farce. AB 470 limits *successful* customer challenges to two years of continued service and makes no guarantees that any service be available to the customer following that time period given the lack of COLR protections.

The CPUC’s core function is to balance procedures and safeguards to protect consumers as well as ensure the provision of safe, reliable utilities and infrastructure at reasonable rates. AB 470 puts the industry’s interests ahead of the needs of a diverse state. COLR rules remain essential and must continue to prioritize consumer protections and universal access while facilitating the transition to modern networks.

We support the evolution to more advanced technologies that provide reliability, redundancy and ubiquitous access to connectivity, for both internet and voice service. However, AB 470 does not provide a true transition process for communities to receive these modern telecommunications offerings and instead is a process for companies to phase out essential services at the cost of public safety and consumer safeguards.

For these reasons, we oppose AB 470.

Sincerely,



[Lynda Salcido \(Mar 26, 2025 15:07 PDT\)](#)

Lynda Salcido
Board Chair
Mono County Board of Supervisors

cc: Members of the Assembly Communications and Conveyance Committee
 The Honorable David Tangipa, California State Assembly District 8
 Tracy Rhine, Senior Policy Advocate, Rural County Representatives of California



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

Departments: Emergency Management

TIME REQUIRED 30 minutes

SUBJECT Southern California Edison Annual
Updates: Wildfire/Public Safety Power
Shutoff, Major Projects

**PERSONS
APPEARING
BEFORE THE
BOARD**

Matthew Paruolo, Southern California
Edison Government Relations
Manager

AGENDA DESCRIPTION:

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

A presentation by Matthew Paruolo from Southern California Edison (SCE) on Annual Updates: Wildfire/Public Safety Power Shutoff (PSPS) Major Projects.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Chris Mokracek

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download

[Presentation](#)

History

Time	Who	Approval
3/24/2025 9:54 AM	County Counsel	Yes
3/26/2025 8:08 AM	Finance	Yes
3/27/2025 4:38 PM	County Administrative Office	Yes



Southern California Edison

Updates to Mono County BOS: Wildfire Mitigation Plan & PSPS

Tues. April 1, 2025
Mono County Civic Center, Mammoth Lakes CA

CONCERNS FROM STAKEHOLDERS & CUSTOMERS

- **Frequency and duration of Public Safety Power Shutoffs (PSPS)**
 - 2024 PSPS Frequency compared to previous years
 - Duration of events & Periods of Concern (POC)
- **Safety and Health Concerns including difficulties experienced by Access and Functional Needs/Medical Baseline Populations**
- **Communications/Notifications including:**
 - Excessive notices
 - Confusing notices
 - Access to up-to-date information
- **Wildfire Mitigation Plan and Grid hardening activities**
 - Frequency of planned outages – forecast of scheduled activities
 - Persistent need of PSPS
- **Affected neighborhoods outside of Period of Concern (POC)**
- **Understanding SCE's Decision-Making Process for PSPS**



Public Meetings:

January 18th

Mono City Fire Department – Town Hall/Community Mtg

February 28th

Birchim & McGee Circuit Customers – Community Meeting

March 5th

June Lake Citizens Advisory Committee (CAC)

March 13th

Bridgeport RPAC

March 20th

Long Valley RPAC

April 1st

Mono County Board of Supervisors

April 9th

Mono Basin RPAC

SCE SERVICE AREA & HIGH FIRE RISK AREAS



50,000 SQ. MI.
of SCE service area
across southern,
central and coastal
California

14,000 SQ. MI.
of high fire risk
areas



51,000 MI.
of SCE overhead
distribution and
transmission lines

14,000 MI.
in high fire risk areas

Counties with high fire risk area served by SCE

Fresno
Inyo
Kern
Los Angeles
Mono
Orange
Riverside
San Bernardino
Santa Barbara
Tulare
Ventura



5M
customer accounts
or 15M residents in
SCE's service area

1.3M
customer accounts
or 3.9M residents
served by circuits in
high fire risk areas

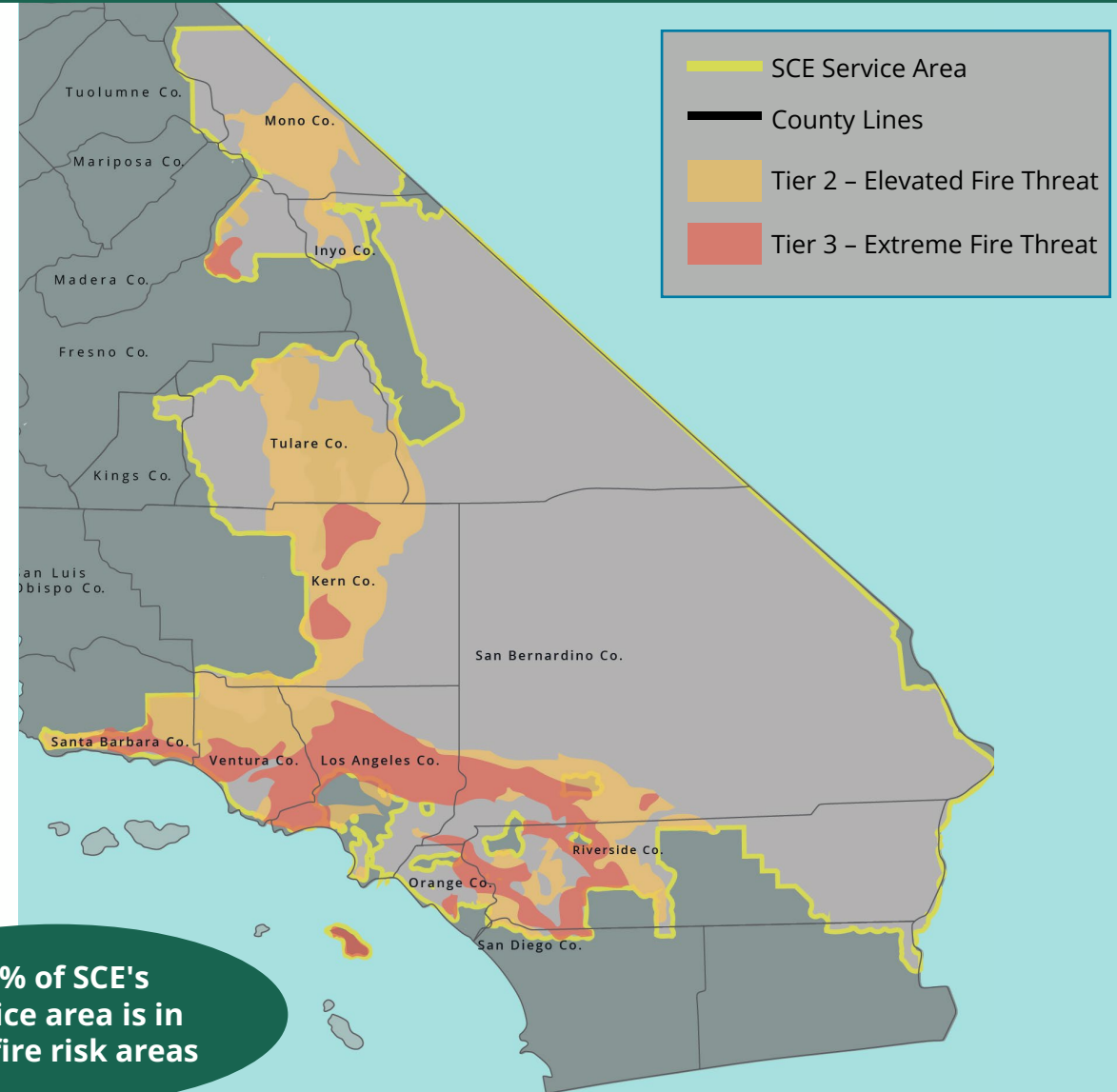


1.4M
power poles and towers

311,000
in high fire risk areas

Counties with no or limited high fire risk areas served by SCE

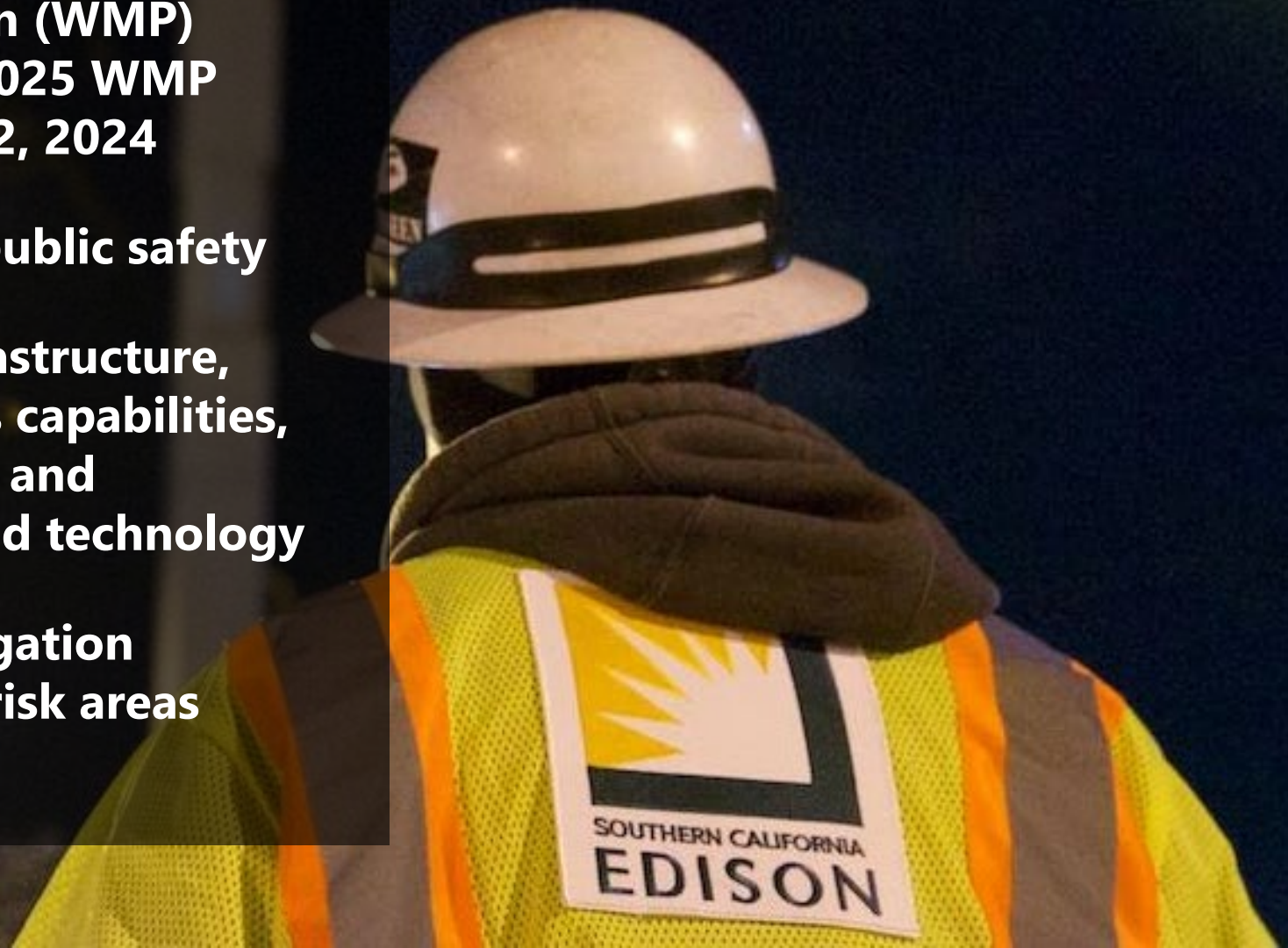
Imperial
Kings
Madera
Tuolumne



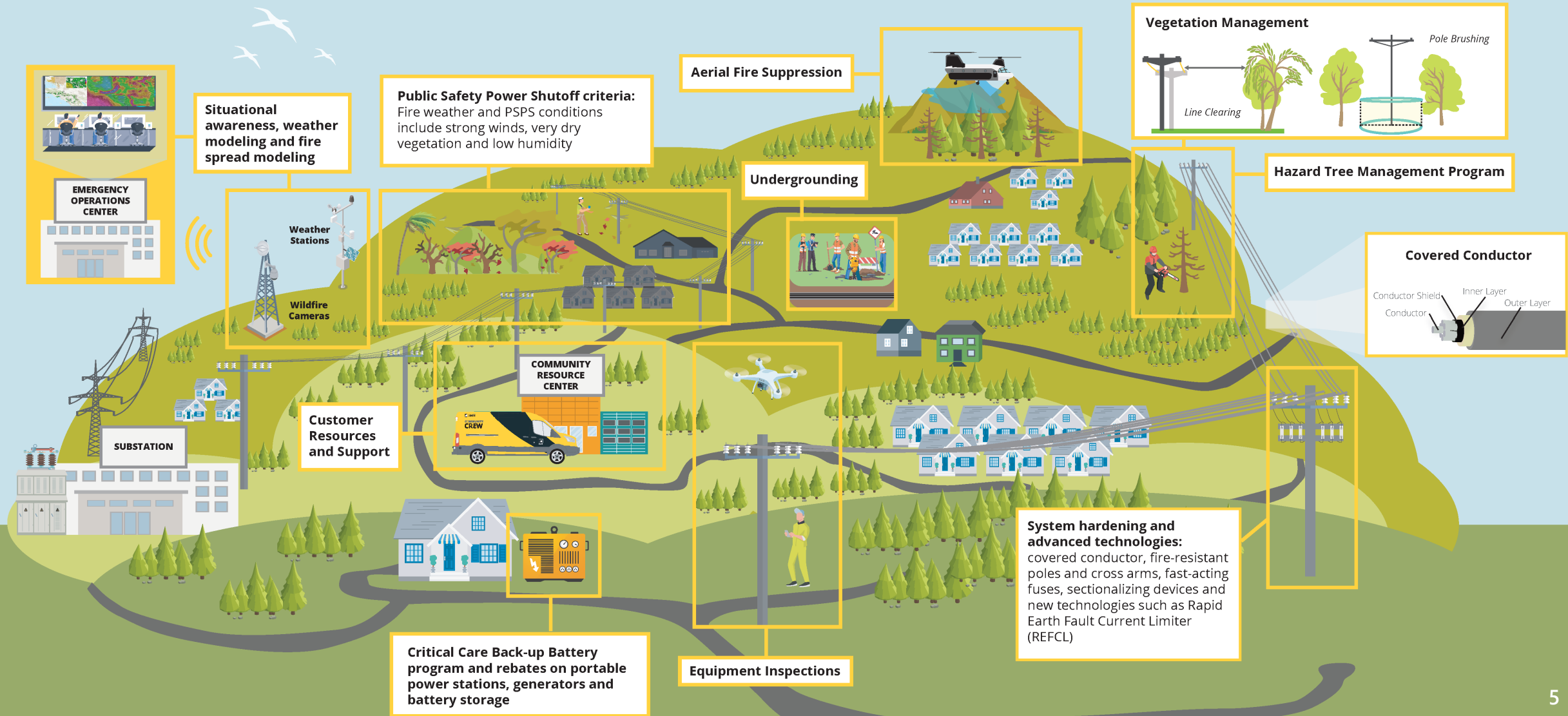
**27% of SCE's
service area is in
high fire risk areas**

OUR WILDFIRE MITIGATION PLAN

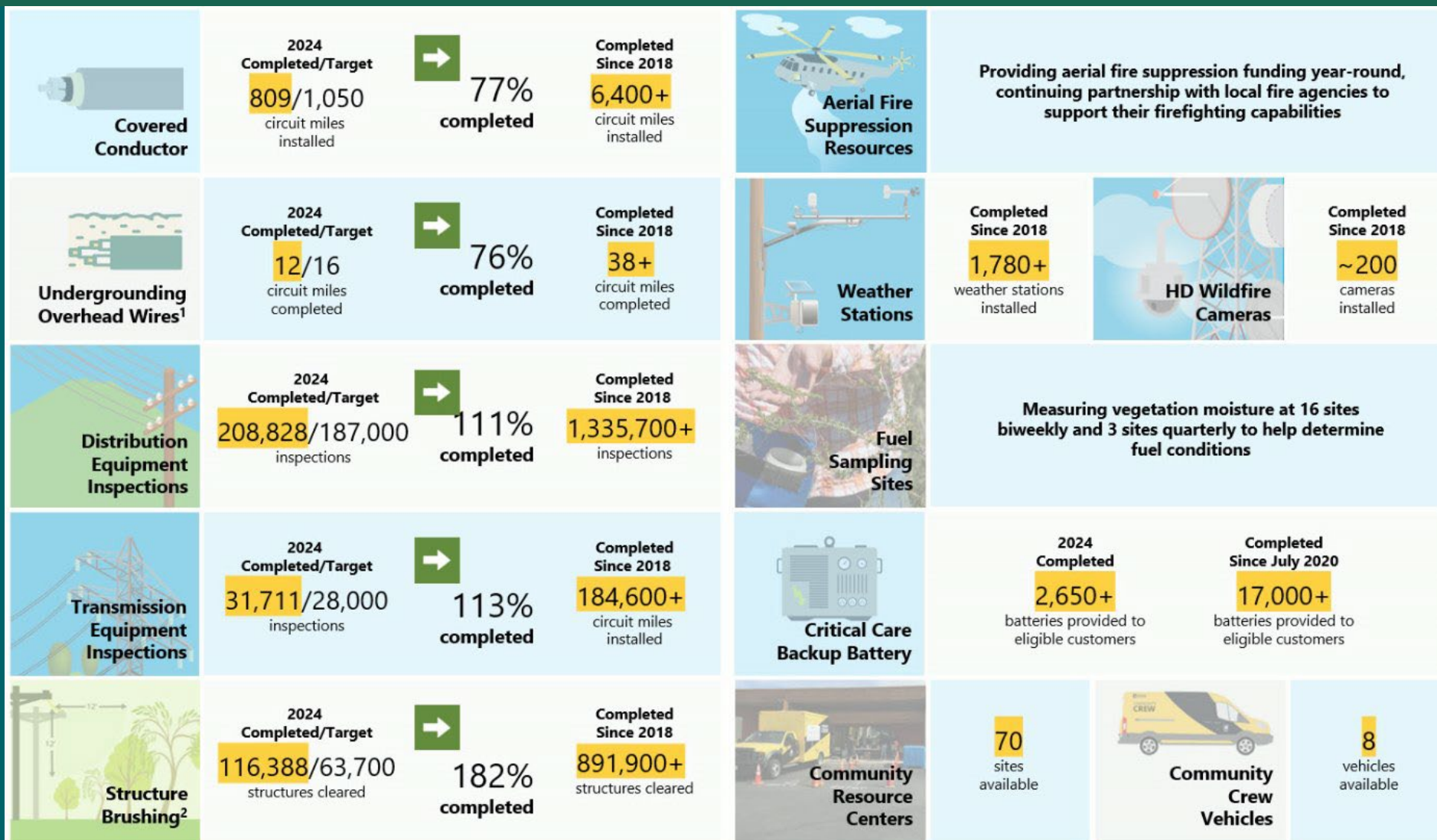
- **2023-25 Wildfire Mitigation Plan (WMP) submitted on March 27, 2023. 2025 WMP Update was submitted on April 2, 2024**
- **Primary objective is to protect public safety**
- **SCE is further hardening its infrastructure, bolstering situational awareness capabilities, enhancing operational practices and harnessing the power of data and technology**
- **SCE incorporates advanced mitigation measures deployed in high fire risk areas around the world**



REDUCING WILDFIRE RISK IN OUR COMMUNITIES



2024 YEAR-END PROGRESS REPORT



¹ About 7,300 circuit miles, or about 43% of primary distribution lines in high fire risk areas, already underground.

² Does not include PRC 4292 compliance scope

VEGETATION MANAGEMENT

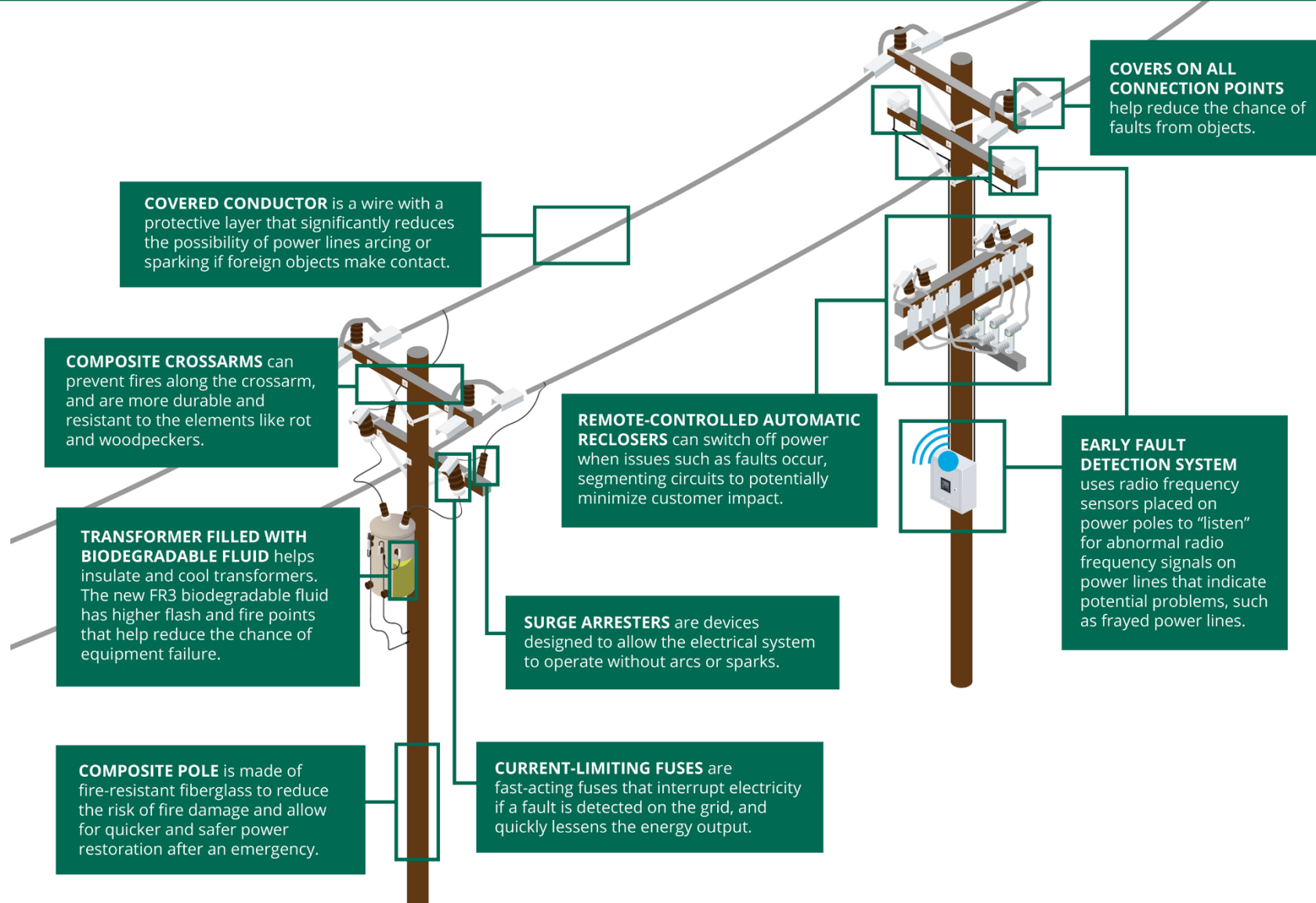
2024 Progress

Inspected and cleared brush¹
at **116,388** poles

- Hazard tree removal beyond traditional trim zone
- SCE currently inspects every year up to **1.6** million trees that might pose a hazard to power lines throughout its **50,000**-square-mile service area
- More than **749,000** are located in high fire risk areas
- Vegetation removal at poles and around power lines
- Remote sensing utilized to enhance inspections

1. Where clearance needed and access possible. Does not include PRC 4292 compliance scope

ANATOMY OF A POLE – HARDENING THE GRID

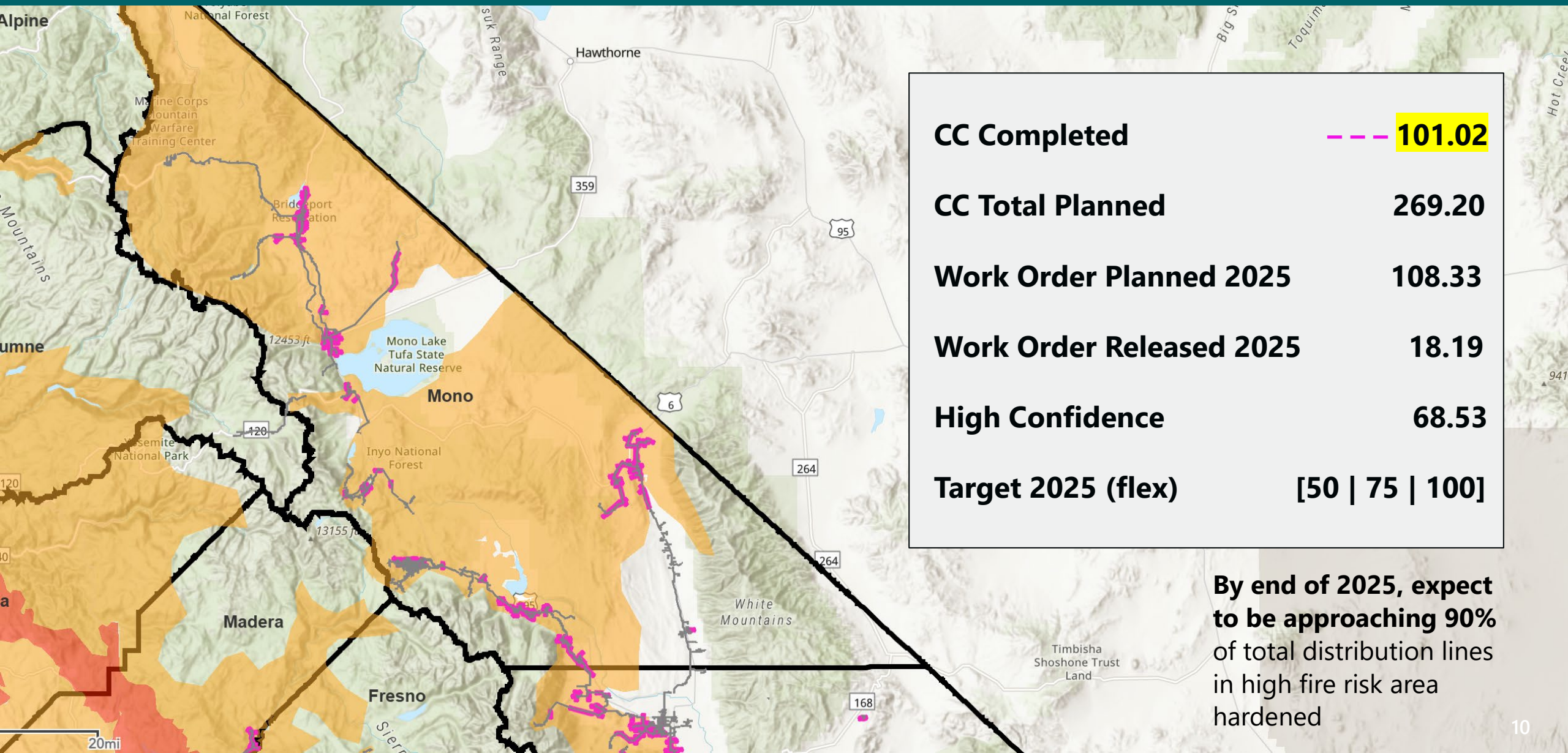


COVERED CONDUCTOR

- **6,400+ miles** of covered conductor, covering about **68%** of SCE's overhead distribution lines in high fire risk areas
- Covered conductor estimated to be about **70% effective**



Mono County – Wildfire Covered Conductor Program





Grid Maintenance Work and Potential Outages in Your Neighborhood

June 19, 2024

Dear Neighbor,

As part of our long-term plan to modernize the energy grid and reduce wildfire risk, we are planning important electrical grid maintenance work in your area. You may see our crews or approved contractors performing this work in your neighborhood. Road closures, overnight work, or temporary scheduled outages may be necessary to complete this project as safely and quickly as possible.

Why are we performing this work?

Our priority is to make sure you have access to safe, reliable energy into the future. Upgrading our equipment and reconductoring the powerlines in your designated high fire risk area helps meet this goal by keeping the grid up to date, increasing wildfire safety, and reducing the likelihood of Public Safety Power Shutoffs (PSPS).

When is the work scheduled to occur?

- The project is estimated to last from June 2024 to October 2024.
- Work will be scheduled for days and evenings, except Sundays and federal holidays.

Where is the work area?

The work area is outlined in red in the boundary map below:



Map used with permission from Google.

Reconductoring involves the replacement of existing electrical distribution line with insulated cable or "covered conductor". Because the covered conductor is heavier, SCE may also need to replace previously existing poles to support the additional weight of insulated cable and equipment.

Grid Maintenance Work and Potential Outages in Your Neighborhood (continued)

Who will do the work?

SCE and our approved contractor will do the maintenance work. SCE vehicles will display the SCE logo. All workers will have identification badges.

What to expect:

- For crew safety, we may schedule temporary maintenance outages during construction. Multiple outages may be required to complete the work. We will attempt to notify you by phone, text, email, or mail at least 72 hours prior to outages.
- Work crews may require access to electrical equipment on your property. Unless they notice an immediate safety concern, we will attempt to notify you before entering your property.
- To ensure your safety during construction, there may be traffic lane and sidewalk closures, as well as designated "No Parking" areas. There may also be street closures and detours, depending on permit requirements. Crews will use appropriate traffic control signs and flags.
- We will notify you of construction work by providing additional communications, such as door hangers, traffic signs, and/or parking signs.
- To minimize traffic and outage impacts, some work will be conducted during permitted nighttime hours.
- There may be noise related to construction work during operating hours.
- Crews may have to dig, trim, or remove trees and other plant material to safely access equipment.

How to prepare:

Log into your SCE My Account and visit the Customer Preference Center at sce.com/mysce/preference-center to set your outage notification preferences. You can choose to receive notifications via text, email, or voice. Also, review your contact information to make sure it's correct, and update it as needed.

To learn more about outage preparedness, check your outage status, access additional resources, and view an outage map, visit sce.com/outagemap. If you experience an extended outage, you may be able to take advantage of special programs. For details, visit sce.com/customerresources.

For information about our wildfire mitigation efforts, visit sce.com/mitigation.

Thank you for your patience and understanding as we work on grid improvements to continually provide you with safe, reliable energy.

Sincerely,



Heather Rivard
Senior Vice President, Transmission and Distribution
Southern California Edison

Scan this code for outage preparedness and safety tips:

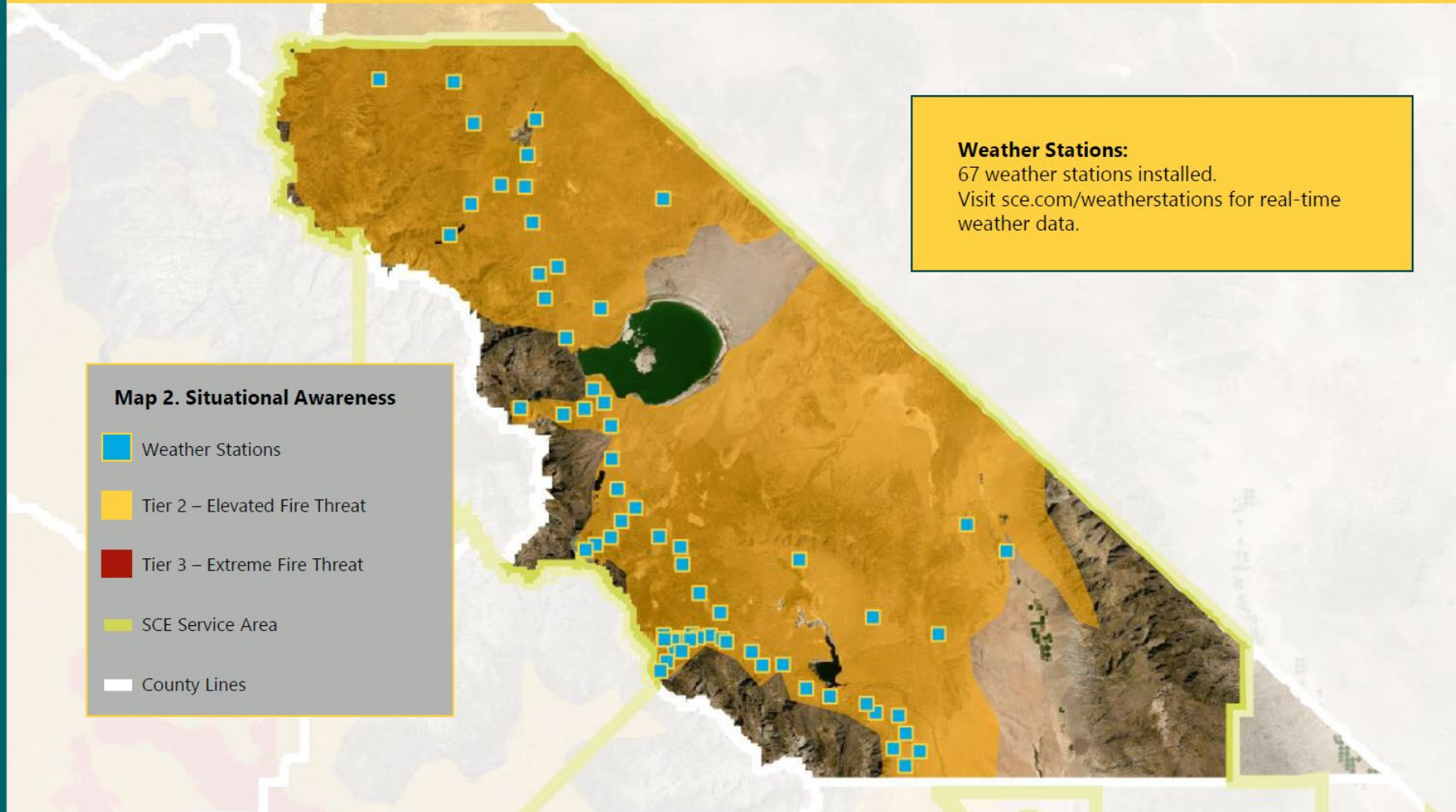




Wildfire Mitigation Activities MONO COUNTY

2024 Year-End Progress Report

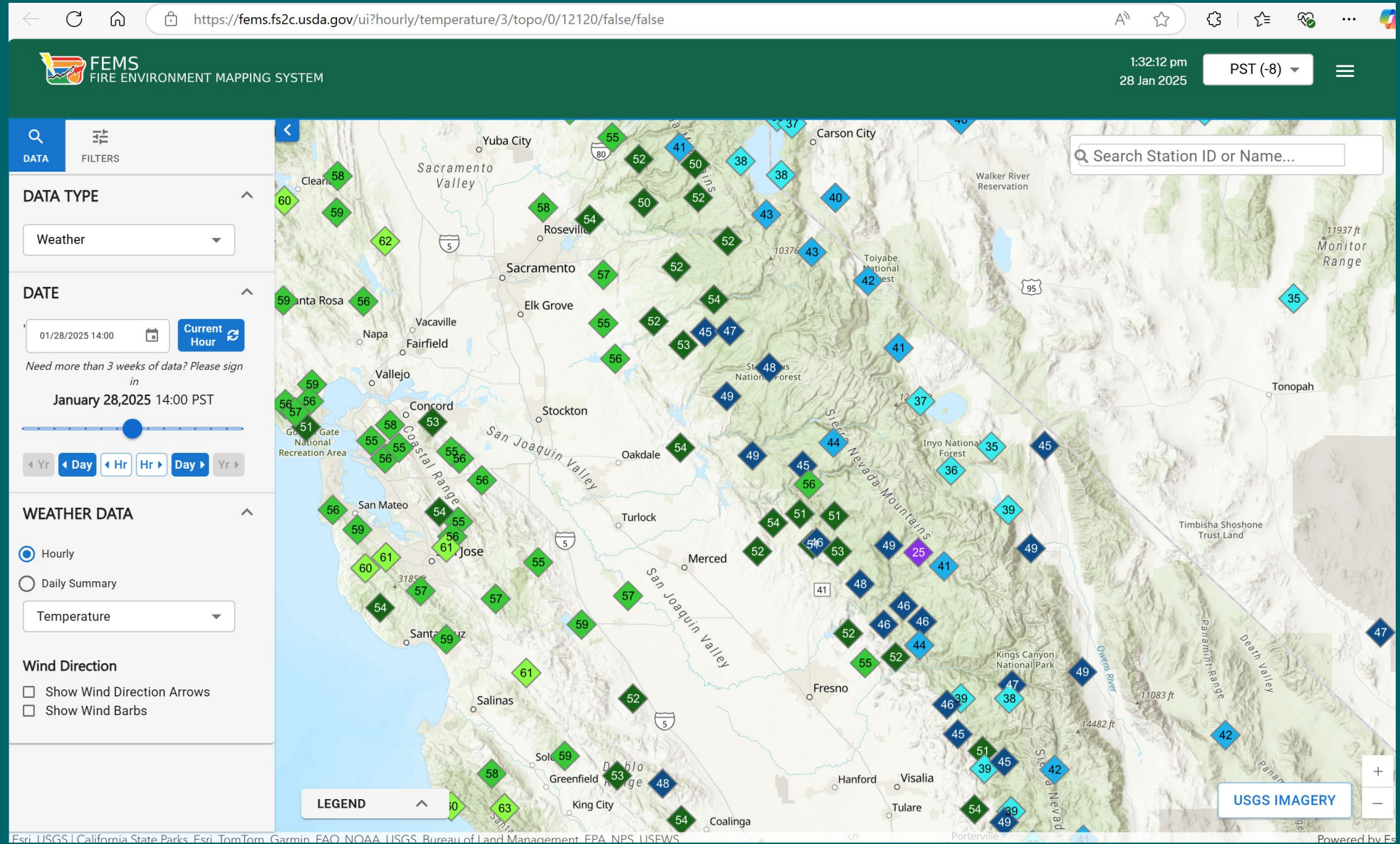
Data as of 12/31/24



Features depicted herein are intended for informational purposes only. Distances and locations may be distorted and icons may be overlapping at this scale.

The screenshot displays the Synoptic Data Viewer interface. The top navigation bar includes a search bar with the URL <https://explore.synopticdata.com/metadata/map/3771,-11842,8?network=231> and a 'Try our new data viewer!' button. The left sidebar contains a '1,812 stations' header, a 'CSV' download button, and a 'Map' tab. Below the map tab are sections for 'Stations', 'Variables', 'Mesonets', and 'Station selectors'. The 'Station selectors' section includes a '+ Add' button, a 'History' button, and a 'Mesonet in SC-EDISON' section. The 'Find & display' section has a 'Show visible' button. The main map area shows a topographic map of California with 1,812 station locations marked by green dots. The map includes labels for various geographical features such as 'Yosemite National Park', 'Yosemite Wilderness', 'Ansel Adams Wilderness', 'Inyo National Forest', 'Excelsior Mountains', 'Silver Peak', 'Fish Lake Valley', 'White Mountains Wilderness', 'John Muir Wilderness', 'Jerseydale', 'Tonopah', 'Ralston Valley', 'Goldfield', and 'Soda Spring Valley'. The map also shows major roads and highways. The bottom of the interface features a cookie consent banner from Synoptic Data, which states: 'Synoptic uses cookies and some information to make our systems work for you. [Learn more](#) I Agree'.

https://fems.fs2.ca.gov



<https://alertcalifornia.org>

[illegible]

ABOUT PSPS

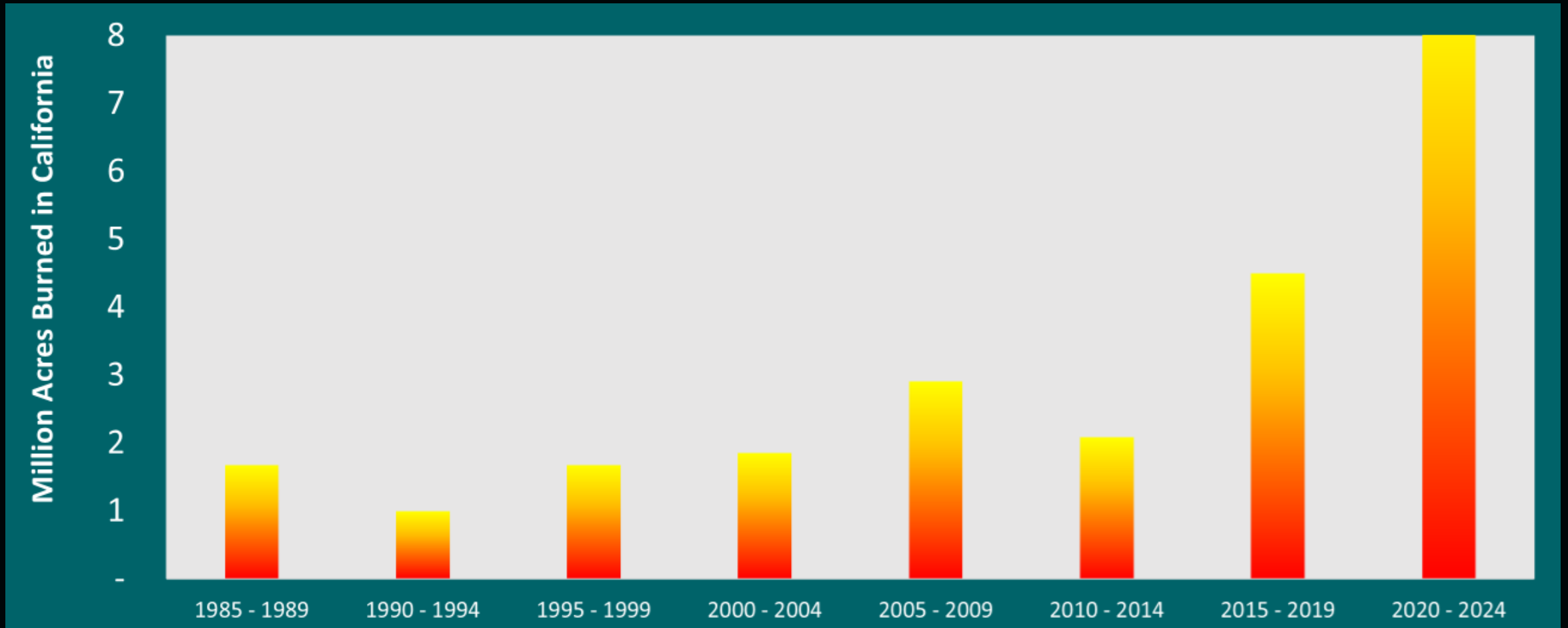
Tool of last resort

PSPS reduces the risk that winds could cause flying debris to hit our lines or damage our equipment and cause a fire during dangerous weather conditions.

We base PSPS decisions on data gathered from fire scientists and meteorologists forecasting dangerous wildfire conditions (**strong winds, very dry plants and grass** and **low humidity**), and on real-time information from crews in the field.



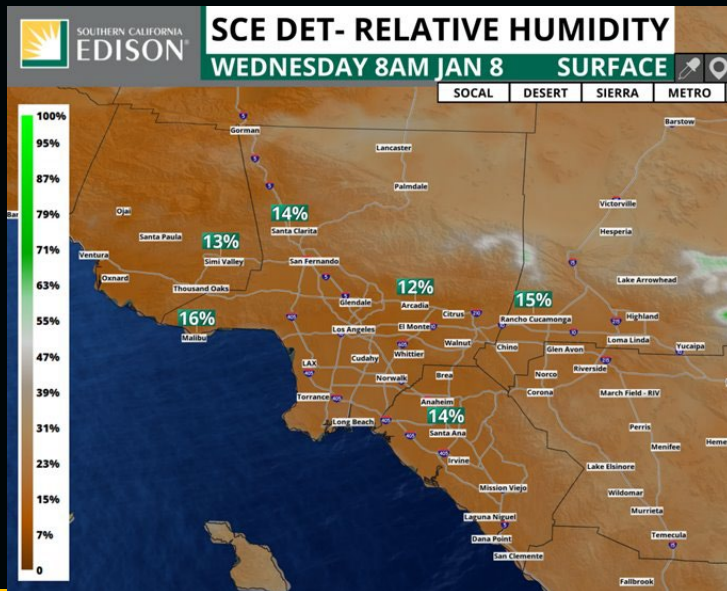
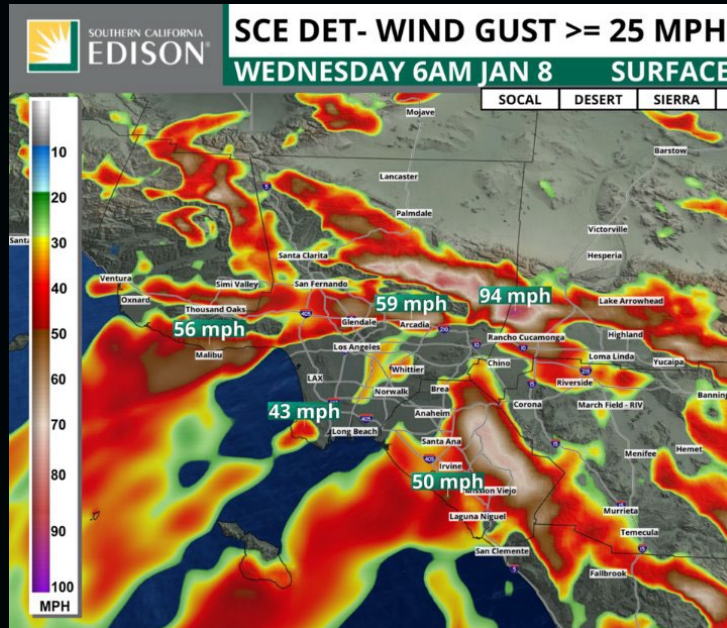
ACRES BURNED IN CALIFORNIA HAVE SIGNIFICANTLY INCREASED OVER THE PAST 40 YEARS



FORECASTING

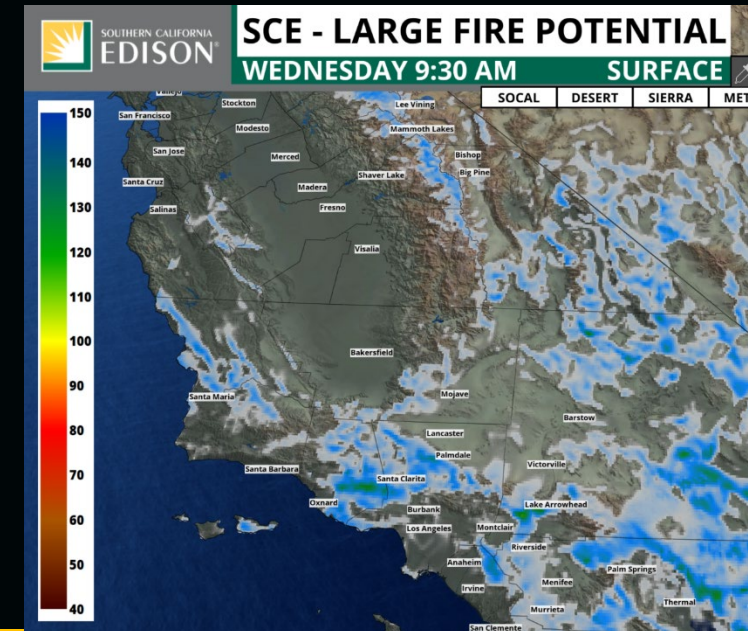
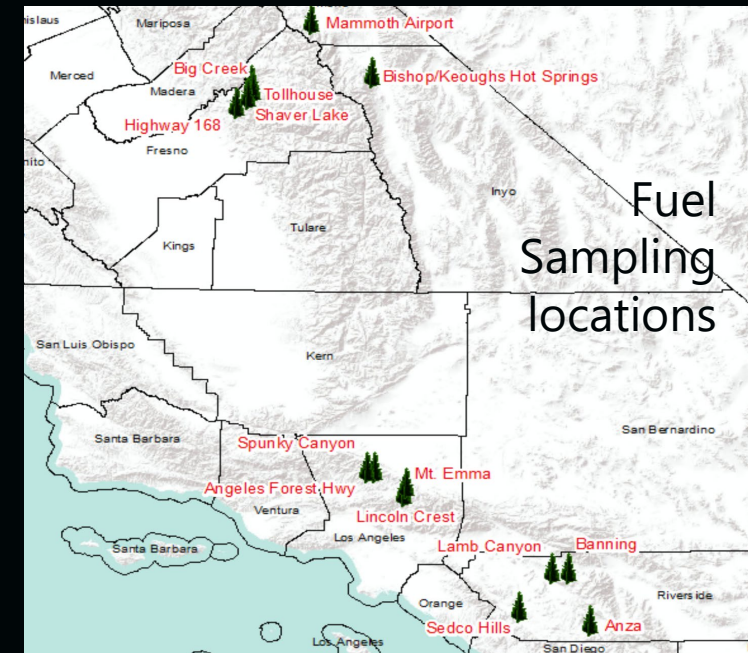
Weather

Weather Models: generated at 2km granularity across our territory – incorporating machine learning forecasts from 1700+ weather stations in the field.



Fire Science

Models and bi-weekly sampling determine the vegetation dryness across the high fire risk areas. This is computed into our Fire Potential Index that is used to calculate the fire risk.



DECISION-MAKING

Technical paper and fact sheet available at sce.com/pspsdecisionmaking

FIRE POTENTIAL INDEX (FPI)

Formula incorporates measures of vegetation dryness and estimates the potential of fire ignition and spread



Normal: 1-11
Elevated: 12-14
Extreme: 15+
Current threshold is typically 12 or 13 in most areas contingent on fire resource availability and fire risks

WINDSPEED THRESHOLD FOR ACTIVATION

Wind speeds at which our system is vulnerable to flying debris or that pose a risk to our infrastructure



Bare wire circuits: 99th percentile historic windspeed for a given circuit or NWS Wind Advisory of sustained windspeeds of 31 mph or gusts of 46 mph

Fully covered conductor circuits: NWS High Wind Warning of sustained windspeeds of 40 mph or gusts of 58 mph (windspeeds at which damage to infrastructure may occur)

SWITCHING PLANS

When possible, individual segments of a circuit are switched to neighboring circuits so that some of the circuit can remain powered

DE-ENERGIZATION THRESHOLDS

If actual conditions suggest more risk, or in large-scale events, power on a circuit may be turned off at lower wind speeds

SITUATIONAL AWARENESS DURING EVENTS

Weather Stations

- We look at wind speed readings every 10 minutes from ~1700 weather stations located on or near every circuit.
- Meteorologists identify weather trends that could slow or speed up shutoff decisions

Live field observers

- Field crews assess conditions on the ground and look for factors that could increase the risk of fire such as existing damage or other hazards such as tree branches



PSPS NOTIFICATION TIMELINE

**4-7 DAYS
AHEAD**

SCE begins planning for potential PSPS

**3 DAYS
AHEAD
(Alert)**

SCE Incident Management Team activated.
Priority notifications to public safety partners and
other critical infrastructure providers.

**2 DAYS
AHEAD**

Notification to all other customers
Initial notifications to customers (update
notifications to priority notification customers)

**1 DAY
AHEAD**

Update notification sent

**1-4 HOURS
BEFORE
SHUTDOWN**

Expected shutdown notification

PLANNING AND MONITORING

**POWER
SHUTOFF**

Notification
when authorized

**NOTICE
IMMEDIATELY
PRIOR TO FOR
RE-ENERGIZATION**

Notification before
re-energization
occurs

**POWER
RESTORATION**

Notification
power restored
after inspection

OUTAGE

RESTORATION

A person wearing a high-visibility yellow safety shirt with reflective stripes is using black binoculars to inspect a dry, hilly landscape. The terrain is covered in sparse, dry vegetation. In the background, a dirt road or path leads up the hill, and several wooden utility poles with power lines are visible against a clear sky.

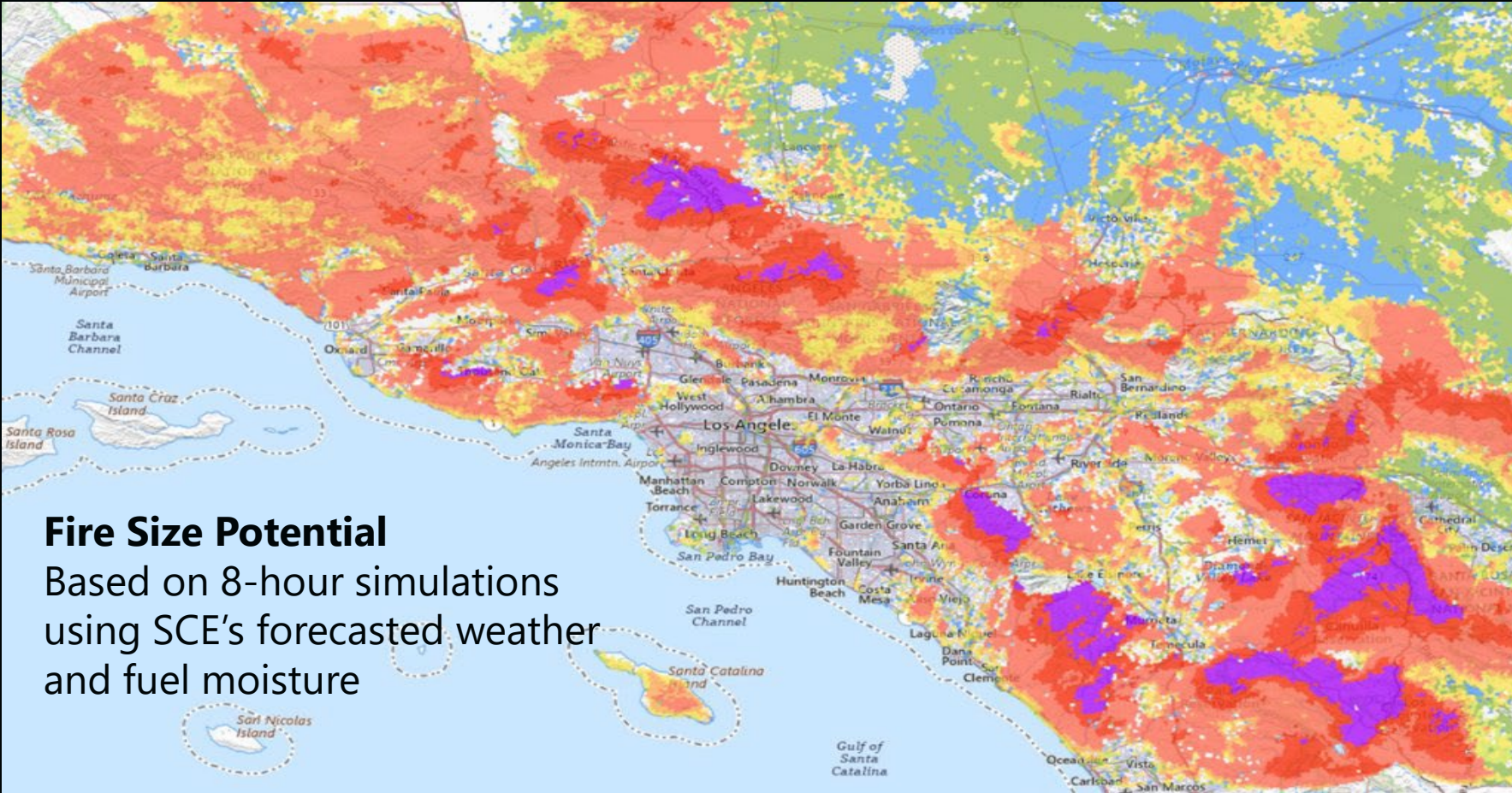
Restoration typically takes up to 8 hours once a circuit is cleared for inspection. There could be delays if the conditions are dangerous, or if damage is found.

Remote circuits require helicopter or foot patrols that can only be safely inspected in daylight, which may lead to additional delays.

JANUARY 2025: EXTREME WEATHER

Fire Size Potential

Based on 8-hour simulations using SCE's forecasted weather and fuel moisture



Fire Size Potential was estimated to be in the 5-to-10-thousand-acre range, with many areas exceeding 10-thousand-acre potential and as high as 40-thousand-acres

- Two wet winters increased vegetation across wildland areas
- No significant precipitation since April 2024
- October through December 2024 was one of the driest periods in our area going back to 1895, leaving much of the vegetation extremely dry and receptive to fire
- Extreme winds affected multiple areas including Santa Monica and San Gabriel Mountains
- Wind gusts in the 70s and 80s (mph) with isolated gusts near 100 mph during event peak

DAMAGE TO SCE EQUIPMENT FOUND DURING POST-PSPS PATROLS



These photos are in the SCE January 3, 2025 post-event report (PER) posted on the CPUC website. PERS can be found on the [CPUC's website](#)

WHY DOES MY NEIGHBOR HAVE POWER WHEN I DON'T?

The location of your home or business on a circuit determines whether you are impacted by a Public Safety Power Shutoff (PSPS)

Neighborhood with power shut off due to PSPS

Wires originate in windy area with high fire risk

Neighborhood keeps power during PSPS

Wires originate in area with lower fire risk



PSPS COMMUNICATIONS

Notifications

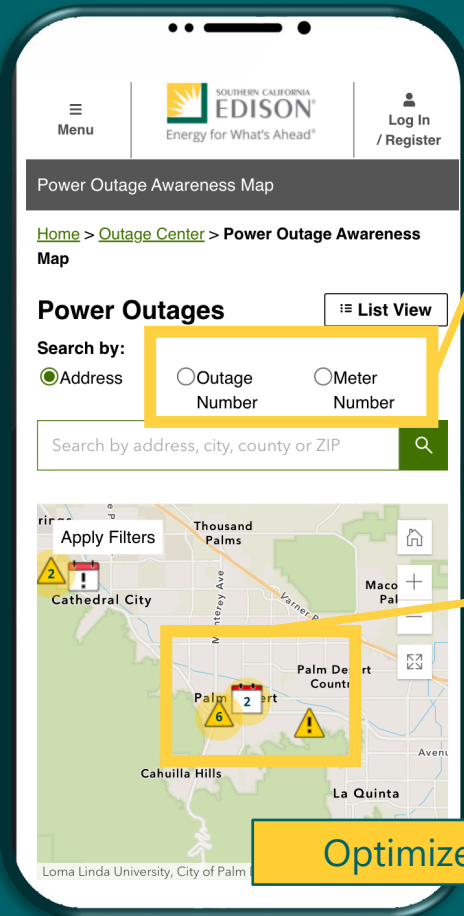
- SCE provides PSPS notifications through various communication channels
 - SCE Account Holders (email, text, and voice call)
 - **Address Level Alerts (sce.com/pspsalerts)**
- You can manage your outage notifications and ensure your information is current in the customer preference center.

SCE Outage Map

- Consolidated outage map that incorporates PSPS outages at **sce.com/outagemap**

The screenshot displays the SCE Edison website's 'Check Outage Status' page. The header includes the Edison logo, a menu, search, language, and login/register options. The main content area features a search bar with 'june lake, ca' entered, and a map of the June Lake area. The map shows various outage types: Outage (yellow triangle), Scheduled Outage (red square), PSPS (yellow circle), PSPS Active (blue square), PSPS Under Consideration (orange square), High Fire Risk Area (pink square), Downstream Circuit(s) (light blue square), Major Outages (dark blue square), Rotating Outage Group (purple square), EV Charging Station (green circle), Resource Center (green circle), Hotel Assistance (blue circle), and Food Bank (orange circle). The page also includes sections for 'Current Outages', 'Upcoming Scheduled Outages', 'Public Safety Power Shutoff (PSPS)', and 'Community Support'.

INFORMING PARTNERS AND CUSTOMERS

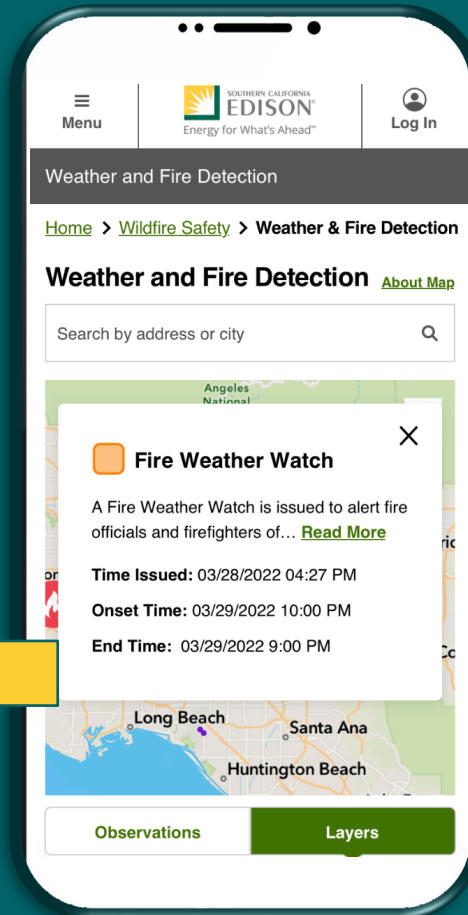


Search by Meter Number or Outage Number

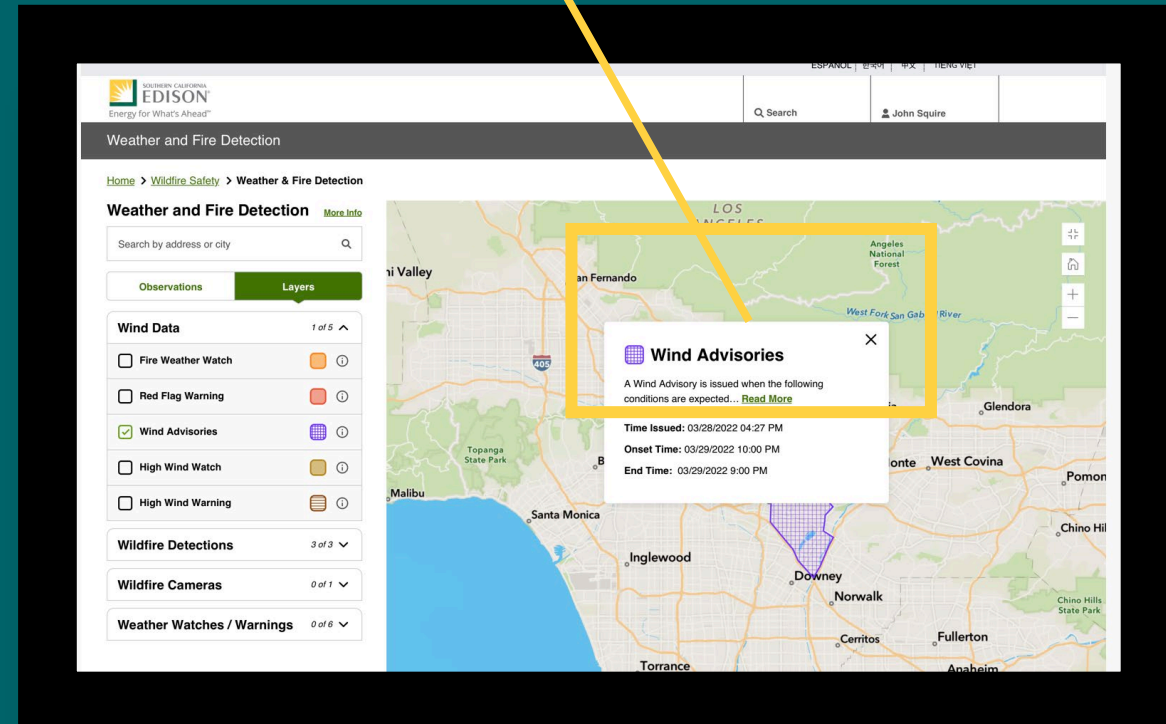
Dynamic outage information

Optimized for mobile users

To report an outage or check on the status of an outage:
sce.com/outage 1.800.611.1911



Interactive weather and fire map including real time weather station information and location of active fires



PARTNERING FOR PREPAREDNESS

How we can work together to improve community resiliency:

- 1** Share information about available customer support programs
- 2** Improve your personal and commercial resiliency and emergency preparedness
- 3** Update your own and your loved ones' contact information
- 4** Stay informed:
 - During events visit sce.com/PSPS
 - Year round, attend a community meeting
 - This spring, look for our annual PSPS newsletter in your inbox

PSPS CUSTOMER PROGRAMS & RESOURCES

1

IN-EVENT CUSTOMER PROGRAMS

- Customer Resource Centers offer information, mobile and portable medical device charging, PSPS outage alert enrollment support, access to water, snacks, ice and insulated cold bags for medications
- Referrals to 211 and food banks for customers with access and functional needs
- Disability Disaster Access and Resources (DDAR) to help elderly customers or those with disabilities to find hotels or rides
- Secondary notification, for all medical baseline and critical care customers (who cannot be reached through their provided contact information)



RESILIENCY PROGRAMS

- DDAR support for emergency planning
- Critical Care Backup Battery (CCBB) program provides eligible customers with a portable backup battery to power a medical device during a PSPS event
- In-Event Loan Battery Pilot supports customers during PSPS activation that have not enrolled in CCBB
- Rebates on portable batteries and generators for customers residing in high fire risk areas are available on marketplace.sce.com

PSPS PREPAREDNESS

PREPAREDNESS TIPS

- Learn if you or your family members qualify for Medical Baseline or Critical Care programs
- Keep important phone numbers nearby (hospital, doctor, relatives, etc.)
- Learn how to manually open automatic garage doors or gates
- Familiarize yourself with your home's utility boxes and how to turn them off
- Consult with a licensed electrician before installing a home generator
- Create a family safety preparedness plan



First Aid Kit

Remember to include prescription medications and check the expiration dates



Bottled Water

At least a gallon per person per day



Flashlights

Store them where you can easily find them



External Rechargeable Battery Pack

These can be used to charge cell phones and other electronic devices



Battery-Operated or Hand-Crank Radio

Radios can be used to access news reports during an emergency event



Fresh Batteries

Have extra batteries for all battery-powered equipment



Non-perishable Food

Choose items that don't require cooking or heating, and have a manual can opener



Special-Needs Items

This includes items for infants, the elderly, the disabled, or pets






Coolers or Ice Chests

Have a few to store ice in case of a lengthy outage

DOWNLOADABLE EMERGENCY PREPAREDNESS GUIDE

 SOUTHERN CALIFORNIA EDISON Energy for What's Ahead™	
Primary Contact Information	
Name:	Chevy Chase
Phone:	805-123-4567
Cell Phone:	909-987-6543
Street Address:	1234 Main Street, My City, CA
Emergency Contact Information #1	
Name:	Steve Martin
Phone:	
Cell Phone:	626-456-9535
Emergency Contact Information #2	
Name:	Martin Short
Phone:	
Cell Phone:	323-856-7459
Emergency Location Information:	
Emergency Kit Location:	Pantry
Emergency Meeting Location:	Costco at 8945 Short Street, That City, CA
Nearest Hospital:	ACME Hospital at 8161 Swing Drive, This City
Evacuation Center:	My City Community Center at 5543 Putter Drive, This City
Location for Supplies (EX: Ice):	Local Grocery Store
Generator Rental:	ACME Generators
Nearest Cooling Station:	My City Community Center at 5543 Putter Drive, This City
Notes and Additional Information:	
1. Medicine; 2. Medical Equipment; 3. Pet Food	

Medical Contact Information	
Doctor's Name:	Michaela Quinn
Phone:	213-555-6985
Pharmacy Phone:	231-486-7512
Prescription #1:	Morning Meds
Prescription #2:	Afternoon Meds
Prescription #3:	Bedtime Meds
Prescription #4:	
Prescription #5:	
Prescription #6:	
Important Links	
Community Safety: sce.com/wildfire/Community-Safety-Events	
View Outages: sce.com/outage	
Manage Outage alert preferences: sce.com/outagealerts	
Medical Baseline Application: sce.com/medicalbaseline	
	SCE Facebook: Facebook.com/sce
	SCE on Twitter: @sce
	SCE on YouTube: YouTube.com/sce

[sce.com](https://www.sce.com) > [Outage Center](#) > [Outage Tips](#) > [Outage Information Kit](#)

- [Redcross.org](https://www.redcross.org) – American Red Cross
- [Caloes.ca.gov](https://www.caloes.ca.gov) – California Governor's Office of Emergency Services
- [Ready.gov](https://www.ready.gov) – US Department of Homeland Security

Visit our Community
Resource Centers and
Crew Vehicles

OR

Update contact information at
sce.com/preference-center or use
the link on the sce.com outage page

Non-customers can sign up for PSPS
address alerts



3

PSPS COMMUNICATIONS

4

Notifications

- SCE provides PSPS notifications through various communication channels
 - SCE account holders (email, text, and voice call)
 - Address level alerts
- Manage outage notifications and ensure information is current in the customer preference center

SCE Outage Map

- Consolidated outage map that incorporates PSPS outages at sce.com/outagemap

Power Outages

Search by address, city, county or ZIP



[Click here to enter the outage number and check the status](#)

Current Outages

28 Outages | 1,065 Customers Impacted

Upcoming Scheduled Outages

1,531 Outages Scheduled | 68,293 Customers Possibly Impacted

Public Safety Power Shutoff (PSPS)

Search for an address to see specific PSPS details or see county-level details [below](#).

Not Seeing Your Outage?

Last Updated: 5/2/2022 - 6:02 PM PST

Report

Outage Alerts

Stay informed about unplanned repair and planned maintenance outages.

[Get Alerts >](#)

Community Support



Resource Centers

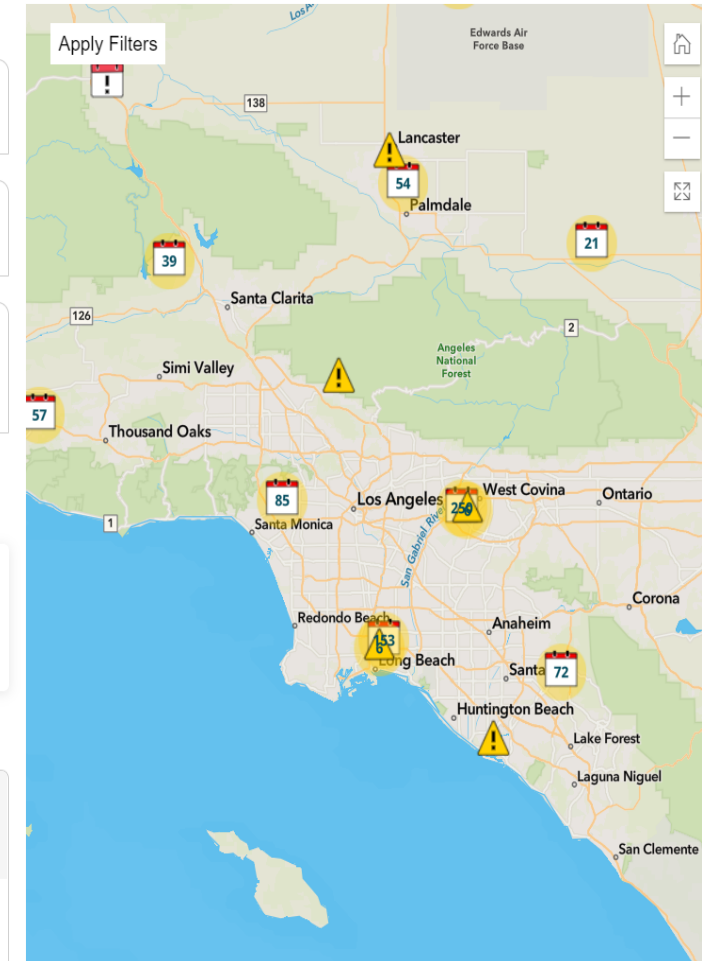


Crew Vehicles



Further Assistance

SCE Community Resource Centers are available to support customers during a Public Safety Power Shutoffs... [More](#)



HELPFUL INFORMATION & RESOURCES

SCE Wildfire Webpage – sce.com/wildfire

SCE Notifications

- Sign up for PSPS alerts – sce.com/pspsalerts
- Sign up for the Energized by Edison Wildfire Mitigation Newsletter – energized.edison.com/newsletter

Situational Awareness

- SCE outage map – sce.com/outagemap
- PSPS information – sce.com/psps
- PSPS decision making – sce.com/pspsdecisionmaking
- Role of weather in PPS – sce.com/fireweather
- Weather awareness for PPS – sce.com/wildfire/weather-awareness
- Situational awareness map – sce.com/wildfire/situational-awareness
- Wildfire cameras – alertcalifornia.org
- Weather stations – sce.com/weatherstations
- CPUC wildfire maps – ia.cpuc.ca.gov/firemap/

Preparedness

- SCE emergency preparedness – sce.com/safety/family/emergency-tips
- CAL FIRE preparedness – readyforwildfire.org

Vegetation Management

- Vegetation Management – sce.com/safety/power-lines; contact 1-800-655-4555 or safetrees@sce.com

Targeted Undergrounding

- Targeted Undergrounding – sce.com/tug; contact 1-888-331-0010 or SCEprojects@sce.com

Customer Programs & Rebates

- SCE Customer Programs & Resources – sce.com/customerresources
- SCE Marketplace (rebates and programs) – marketplace.sce.com
- SCE Critical Care Backup Battery Program – sce.com/ccbb
- SCE Access & Functional Needs Resources – sce.com/afn
- SCE Medical Baseline Program – sce.com/medicalbaseline
- Self Generation Incentive Program (SGIP) – sce.com/sgip or selfgenca.com
- SCE Customer Support: 1-800-655-4555




Community Meetings

- Join SCE's wildfire safety community meetings – sce.com/wildfiresafetymeetings

Energized by Edison


- Stories and videos on SCE's wildfire safety efforts – edison.com/wildfire-safety

County-wide Hazard Mitigation Planning




Community Directed Grant Recipients 2024

The Starlite Neighborhood Fuels Reduction 2024 project aims to enhance community safety and ecological health by reducing combustible vegetation across residential lots and community spaces. This




Wheeler Crest Fire Safe Council

The Swall Meadows Green Waste Dumpster Rental project aims to enhance community safety by providing accessible dumpsters for green waste disposal. This initiative supports residents in creating



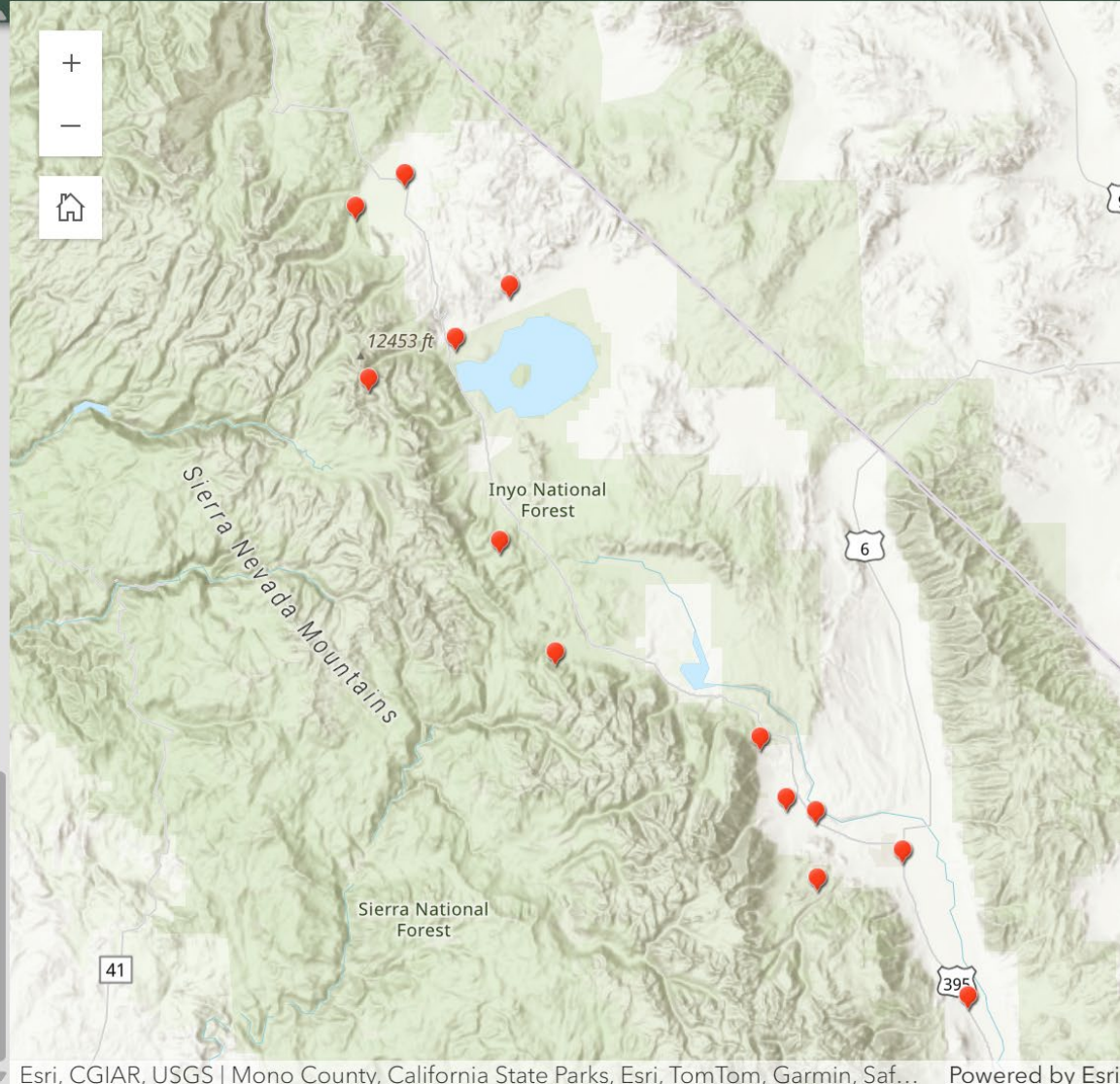
Mono City Fire Protection District

This project includes a 2,100-gallon portable water tank and strainers to enhance firefighting in rural areas with limited water. It will improve safety by providing a reliable water source during



Mono Basin Fire Safe Council

This project will result in a spring-charged, accessible 3,000 gallon water tank to the community on the north shore of Mono Lake. This project has been identified as a way to enhance regional firefighting



Public & Local Government Engagement Opportunities:

April

Customer Wildfire Safety Community Meetings:
Multiple Events
sce.com/wildfire/community-safety-events

May

PSPS Local/Tribal Government Briefings

Quarterly

Government Advisory Panel (GAP) Meetings
PSPS Working Group Meetings
PSPS Advisory Board Meetings
Eastern Sierra Unified Command

Ongoing

RPAC/CAC & Chamber Meetings

Questions?



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

Departments: Clerk of the Board, Sponsored by Chair Salcido

TIME REQUIRED 25 minutes (15 minutes for the presentation, 10 minutes for questions)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Scott Armstrong, Regional Broadband Coordinator

SUBJECT Regional Broadband Update

AGENDA DESCRIPTION:

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

Regional Broadband update by the Regional Broadband Coordinator, Scott Armstrong.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 7609325535 / dpatrick@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download
Staff Report
Presentation

History

Time	Who	Approval
3/3/2025 11:26 AM	County Counsel	Yes
3/5/2025 5:49 PM	Finance	Yes
3/24/2025 9:13 PM	County Administrative Office	Yes



COUNTY OF INYO

SCOTT ARMSTRONG
REGIONAL BROADBAND COORDINATOR



DATE: April 1, 2025
TO: Mono County Board of Supervisors
FROM: Scott Armstrong, Regional Broadband Coordinator

Subject

Presentation from Scott Armstrong, Regional Broadband Coordinator, on the Mono Broadband Strategic Plan development for the region.

Recommended Action

None

Discussion

This is an informational presentation.

Fiscal Impact

No fiscal impact. This is an information item only.

Thank you very much for your consideration,

A handwritten signature in black ink, appearing to read "Scott R. Armstrong".

Scott R. Armstrong
Regional Broadband Coordinator
For the Eastern Sierra Council of Governments
County of Inyo, California

Attachments: 2025 04 01 Mono Broadband Strategic Plan Update PowerPoint presentation



Broadband Update County of Mono

March 11, 2025

<https://ConnectedEasternSierra.net/>



Overview

- Project Awards Update
- Grant Programs Update
- Middle-Mile Broadband Initiative
- IMBC Website Updates
- Links to Highlight
- Questions & Other Updates
- Acronyms for Reference



Project Awards Update

- FFA Construction
- LATA Design
- USDA RD BTA Design
- CAF II Construction
- RDOF Construction
- [Grant Awards Summary Page](#)



Project Awards: FFA

- CPUC Federal Funding Account
- County of Mono – Approved (2 Years)
- Town of Mammoth Lakes – Approved (2 Years)
- County of Inyo – Pending Approval





Project Awards: LATA

- CPUC Local Agency Technical Assistance
- Completion by January 2025
- Golden State Connect Authority:
 - County of Mono
 - Town of Mammoth Lakes
- Onward (Inyo Networks):
 - County of Inyo



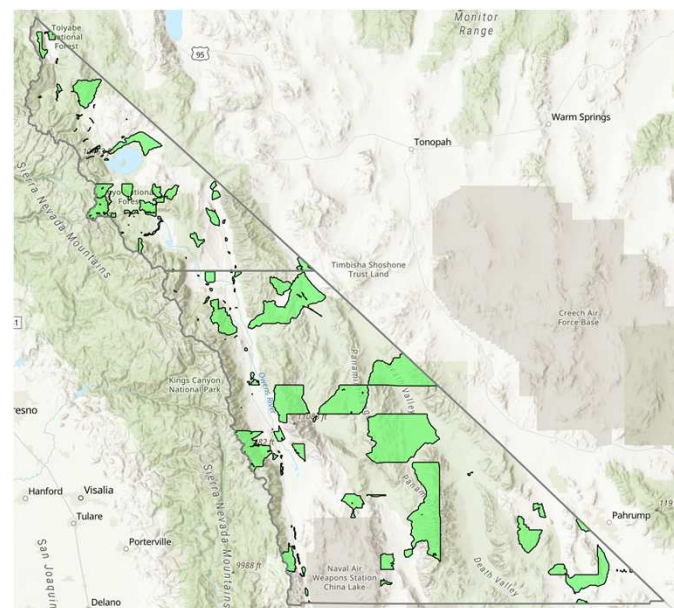
Project Awards: USDA RD BTA

- USDA Rural Development Broadband Technical Assistance
- Completion by September 2025
- Mono County: Hammil
- Inyo County: Furnace Creek & Park Village



Project Awards: CAF II

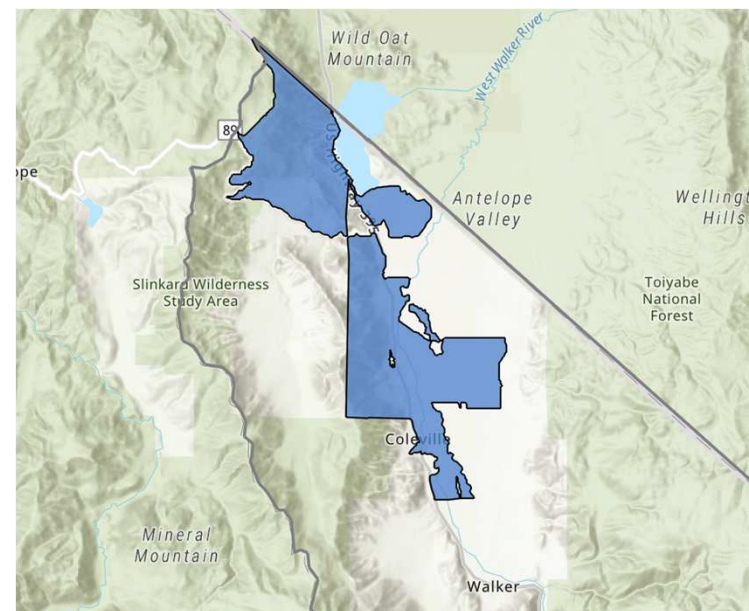
- FCC Connect America Fund Phase II
- 10-Year Program, Awards in 2018
- Project Areas Funded by CAF II are Not Eligible for BEAD
- Geolinks & Viasat Project Areas





Project Awards: RDOF

- FCC Rural Digital Opportunity Fund
- 10-Year Program, Awards in 2018 and 2019
- Project Areas Funded by RDOF are Not Eligible for BEAD
- Frontier Project Areas Only





Grant Programs Update

- CASF Consortia Grant
- BEAD
- CASF Infrastructure Account



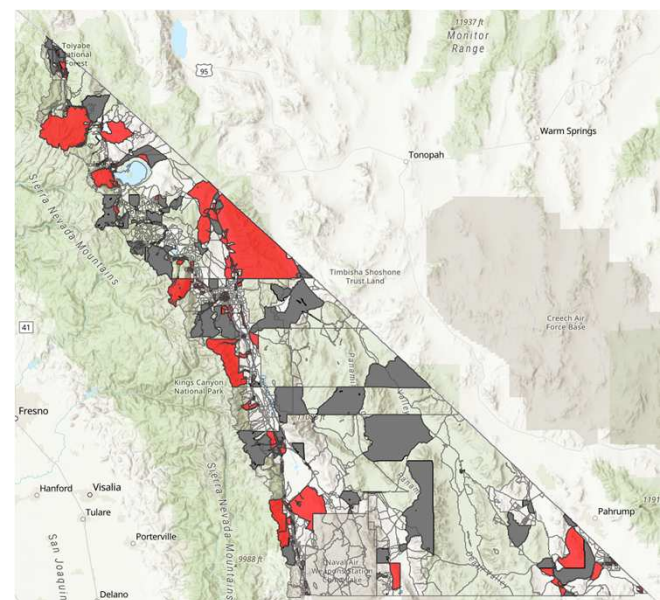
Grants: CASF Consortia Grant

- CASF Rural & Urban Regional Broadband Consortia Account
- Year 3 of 3: February 1, 2025 – January 31, 2026
- Funds the [IMBC Work Plan](#)
- Expecting another 3-Year Opportunity this Summer
 - Some Discussions of Slightly Modified Program Objectives



Grants: BEAD

- NTIA Broadband Equity, Access, and Deployment Program
- Grant Application Window Expected in Spring 2025
- “All Unserved Locations”
- Excludes Federal Enforceable Commitments
- [BEAD-Eligible Areas \(in Red\)](#)





Grants: CASF Infrastructure Grant

- CASF Broadband Infrastructure Grant
- No Application Window in 2024
- Expecting Grant Application Window Spring 2025
- Variable Matching Funds Requirement



Middle-Mile Broadband Initiative

- MMBI (the Project) & MMBN (the Network)
 - Current [MMBI Network Map](#)
- Digital 395 Network is Part of the MMBN
 - Sale Closed October 31, 2024
 - Transfer of Remaining Agreements
 - Middle-Mile Infrastructure Only
 - CBC Retains Last-Mile Infrastructure & Customers





IMBC Website Updates

- Work Plan References & Last Updated Date & Time
- Navigation Menu Updates
- Updated [Project Locations](#) Information
- [Broadband Needs Estimator](#)

Broadband Needs Estimator Tool

This page includes three tools to help you estimate how much bandwidth you will need depending on the number and type of devices in your home, an easy, no-fuss speed test that will run on this page, and a map to help you find your house and determine which Internet Services Providers (ISPs) are in your area.

- The Bandwidth Calculation tool is based on the FCC's Broadband Speed Guide: <https://www.fcc.gov/consumers/guides/broadband-speed-guide>.
- To run the speed test to Test Your Current Broadband Speed, simply click on the blue Start button – it will run in the window while you work with the other two tools.
- You can type your address in the "Find address or place" window in the upper right corner of the map below. A list of possible matches should appear – click on your location's address in the list. The view should zoom to your location and highlight it with a circle. Click in that circle to open the data window. You can click the greater-than or less-than symbols in the data window to scroll through the different ISPs as well as the types and bandwidth speeds of services offered.
- Toward the bottom of this page you will find links to the service sign-up pages for the major providers in our region.

Calculate Your Suggested Bandwidth

Enter the number of devices in the blue boxes below, then click the Calculate Totals button. To reset the numbers, click the Reset Values button.

Number of Laptop Computers: Suggested Bandwidth: Total (Mbps):

Number of Tablet Computers: Suggested Bandwidth: Total (Mbps):

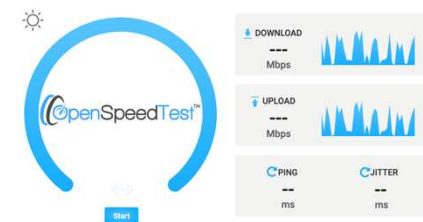
Number of Smartphones: Suggested Bandwidth: Total (Mbps):

Number of Connected TVs: Suggested Bandwidth: Total (Mbps):

Number of **other devices**: Suggested Bandwidth: Total (Mbps):

Total Suggested Bandwidth for all Devices (Mbps):

Test Your Current Broadband Speed



Provided by [OpenSpeedTest.com](https://www.openspeedtest.com)



Links to Highlight

- [FFA Recommendations and Awards](#)
- [California Broadband for All](#)
- [Middle-Mile Broadband Initiative](#)
- [California BEAD Program](#)
- [IMBC Website](#)



Questions & Other Updates



Acronyms

- ACP – Affordable Connectivity Program
- BEAD – Broadband Equity, Access, and Deployment (NTIA grant program)
- CAF II – Connect America Fund Phase II
- CASF – California Advance Services Fund (CPUC)
- CBC – California Broadband Cooperative (Digital 395 network)
- CDT – California Department of Technology
- CPUC – California Public Utilities Commissions
- FCC – Federal Communications Commission
- GSCA – Golden State Connect Authority JPA (RCRC)
- GSN – Golden State Net – MMBI Third Party Network Administrator
- IMBC – Inyo-Mono Broadband Consortium (ESCOG, CASF Consortia Grant)
- JPA – Joint Powers Authority
- MMBI – Middle-Mile Broadband Initiative (CDT)
- MMBN – Middle-Mile Broadband Network (GSN-managed network)
- NTIA – National Telecommunications & Information Administration
- RCRC – Rural County Representatives of California
- RDOF – Rural Digital Opportunity Fund
- USDA RD – US Department of Agriculture Rural Development



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

Departments: Clerk of the Board, Sponsored by Chair Salcido

TIME REQUIRED 25 minutes

SUBJECT Mono County Broadband Strategic
Plan Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Scott Armstrong, Regional Broadband
Coordinator

AGENDA DESCRIPTION:

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

Presentation on the Mono Broadband Strategic Plan update.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 7609325535 / dpatrick@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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Staff Report
Presentation

History

Time	Who	Approval
3/24/2025 9:54 AM	County Counsel	Yes
3/26/2025 8:15 AM	Finance	Yes
3/26/2025 9:46 AM	County Administrative Office	Yes



COUNTY OF INYO

SCOTT ARMSTRONG
REGIONAL BROADBAND COORDINATOR



DATE: April 1, 2025
TO: Mono County Board of Supervisors
FROM: Scott Armstrong, Regional Broadband Coordinator

Subject

Presentation from Scott Armstrong, Regional Broadband Coordinator, on the Mono Broadband Strategic Plan development for the region.

Recommended Action

None

Discussion

This is an informational presentation.

Fiscal Impact

No fiscal impact. This is an information item only.

Thank you very much for your consideration,

A handwritten signature in black ink, appearing to read "Scott R. Armstrong".

Scott R. Armstrong
Regional Broadband Coordinator
For the Eastern Sierra Council of Governments
County of Inyo, California

Attachments: 2025 04 01 Mono Broadband Strategic Plan Update PowerPoint presentation



Mono Region Broadband Strategic Plan Update

April 1, 2025

<https://ConnectedEasternSierra.net/>



Overview

- Broadband Strategic Plan Overview
- Agency Engagement
- Purpose of the Plan
- Structure of the Plan
- Community Engagement Survey
- Recommendations for the Team?



Broadband Strategic Plan Overview

- Roadmap to Improve Internet Access
- Strategies to Overcome Challenges
- Process is Based on [Pew Charitable Trusts](#)
- Goals Align with State's Broadband Action Plan
- Participation from County and Town
- Gathering Data, Developing the Draft
- IMBC-Related Activity



Agency Engagement

- Mono County Administrative Officer
- Mono County / Mammoth Lakes IT Director
- Mammoth Lakes Public Works
- Mono County Community Development



Purpose of the Plan

- *Reliable broadband Internet service*
- *To 100% of the households and businesses in the County*
- *That meets or exceeds the current FCC served threshold for broadband Internet service*
- *That can be easily upgraded to deliver faster Internet speeds as the FCC increases the served threshold and to meet future broadband service needs*
- *To effect Digital Equity and improve Digital Literacy in the County*
- *So that all residents and visitors can participate in everyday life*



Structure of the Plan

- Executive Summary (Last Step)
- Current State
- Desired Future State (Goals)
- Recommendations to Achieve Desired Future State
- Future Considerations



Community Engagement Survey

- Survey: <https://survey.zohopublic.com/zs/xCB65W>
- Mobile-Device Friendly
- Sample Community Satisfaction and Awareness
 - Current Service Provider, Type of Service, Satisfaction
 - Internet Use
 - Service Provider Options
- Results to Provide Context



Recommendations for BBSP Team



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

Departments: Public Works

TIME REQUIRED 5 minutes

SUBJECT Mono County Jail Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Paul Roten, Public Works Director

AGENDA DESCRIPTION:

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

Mono County Jail update.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Paul Roten

PHONE/EMAIL: 760-709-0427 / proten@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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[Jail Presentation](#)

History

Time	Who	Approval
3/18/2025 10:17 AM	County Counsel	Yes
3/26/2025 8:09 AM	Finance	Yes
3/26/2025 9:47 AM	County Administrative Office	Yes

Mono County Jail Update

April 1st, 2025

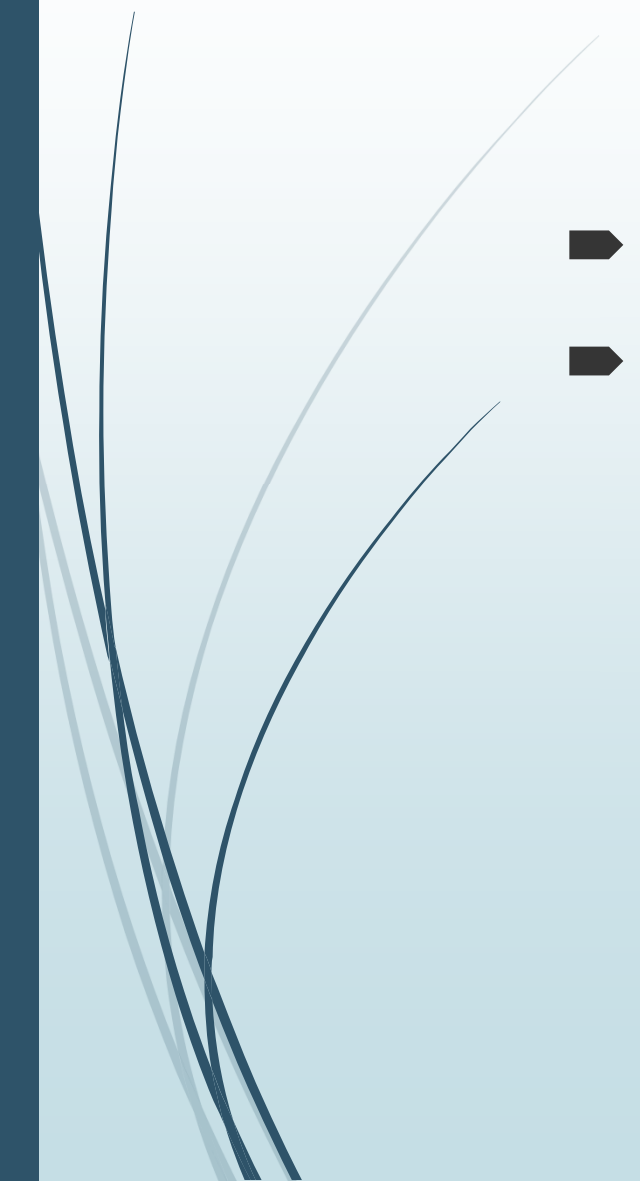


LIONAKIS

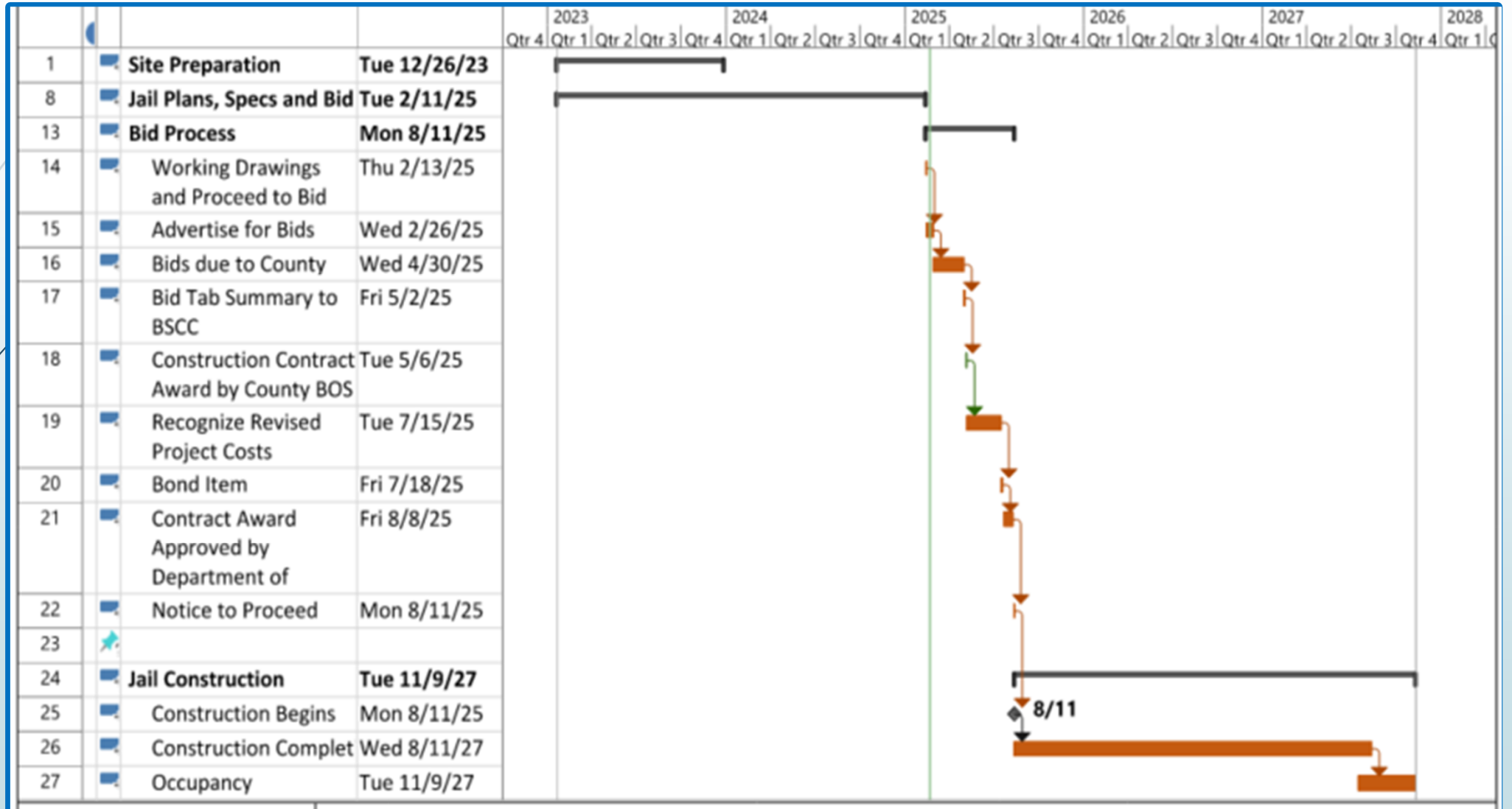




Mono County Jail Update

- Project Schedule
 - Funding Commitment
- 

Mono County Jail Schedule



Mono County Jail Schedule

1. Establish Scope, Costs, Schedules (SPWB Action Item)	August 16, 2022
2. Preliminary Plan Approval (SPWB Action Item)	June 12, 2023
3. Working Drawings & Proceed to Bid Approval	February 13, 2025
4. Advertise for Bids (start of bidding process)	February 26, 2025
5. Bids Due to County	April 30, 2025
6. Bid Tab Summary due to BSCC	May 2, 2025
7. Construction Contract Award by County (Board of Supervisors)	May 6, 2025
8. Recognize Revised Project Costs	July 18, 2025
9. Bond Item	July 18, 2025
10. Contract Award Approved by Department of Finance	August 8, 2025
11. Notice to Proceed	August 11, 2025
12. Construction Completion (24 Months)	August 11, 2027
13. Occupancy (90 Days after COO)	November 9, 2027

Funding Commitment

	R22-21 (3-1-2022)	R22-124 (11-8-2022)	Anticipated (March 2025)	Anticipated Funding Gap
Total Project Cost	\$31,717,355	\$33,708,998	\$40,504,344	\$6,795,346
SB 844	\$25,000,000	\$25,000,000	\$25,000,000	--
Local Match	\$6,717,355	\$9,508,998	\$15,828,344	\$6,795,346
	\$31,717,355	\$33,708,998	\$40,504,344	\$6,795,346

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Questions?



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

Departments: County Administrative Office

TIME REQUIRED 30 minutes

SUBJECT Special District Assessment - Phase II
Presentation

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mary Snyder, Special Projects

AGENDA DESCRIPTION:

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

Presentation by Mary Snyder regarding Phase II of Special District Assessment.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Mary Snyder

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download
Spec Dist Assessment Phase 2 Staff Report
Spec District Assessment Phase 2

History

Time	Who	Approval
3/26/2025 2:05 PM	County Counsel	Yes
3/26/2025 8:26 AM	Finance	Yes
3/26/2025 2:46 PM	County Administrative Office	Yes



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

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

To: Board of Supervisors

BOARD OF SUPERVISORS

CHAIR

Lynda Salcido / District 5

VICE CHAIR

Jennifer Kreitz / District 1

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Paul McFarland / District 3

John Peters / District 4

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ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

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SHERIFF / CORONER

Hon. Ingrid Braun

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Queenie Barnard

COUNTY COUNSEL

Chris Beck

ECONOMIC DEVELOPMENT

Liz Grans

EMERGENCY MEDICAL

SERVICES

Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA,

CGFM, CPA

HEALTH AND HUMAN

SERVICES

Kathryn Peterson

INFORMATION

TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

From: Mary Snyder, Special Projects CAO's Office

Date: April 1, 2025

Re: Special District Review-Phase 1

Strategic Plan Focus Area(s) Met

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

Background

On September 22, 2023 Bridgeport Fire Protection District requested an increase in the amount of their contract with Mono County for fire protection services, based on the changes to the Consumer Price Index since the last update to the contract that has been in place since 1993. In response, on March 12, 2024 the Board asked for additional information as it relates to all the special districts in the County. Phase 1 was presented to the Board on August 4, 2024.

Phase 2 is a summary based on a survey sent to administrative leadership and Board members for the Special Districts.

Discussion

Special Districts play a key role in providing municipal services to the residents throughout Mono County and the State of California, especially in rural areas. Each of these districts have a Board of Commissioners elected by the residents in their district, and they provide specific services to those residents. Many special districts depend heavily on volunteer services, both for their Board positions, as well as for the direct provision of services, such as Fire and Emergency Medical Services (EMS). Special Districts have proven, for years, a cost-effective and efficient way to provide these essential services.

Special Districts face increasing challenges. Like the County, the resources they have available have not increased in proportion to the demand for services, nor the regulatory and compliance burden they face. In spite of these challenges, the Special Districts included in this review continue to meet these challenges while providing high-quality services to their communities. Each of these reports contain specific recommendations which will provide assistance to these districts to increase their professional capacity

while ensuring their autonomy as independent Special Districts. The financial or operational failure of any Special District would put a significant burden on the County General Fund, and it is in the best interest of the County to ensure that these Special Districts continue to thrive. Fortunately, nothing in the data presented in phase 1, or in our responses from the districts leads us to believe that any of them are in danger of failing.

If you have any questions, please contact Mary Snyder at msnyder@mono.ca.gov.

Mono County
Special District Review
Fire District Review

Mary Snyder
April 1, 2025

BACKGROUND:

On September 22, 2023 Bridgeport Fire Protection District requested an increase in the amount of their contract with Mono County for fire protection services, based on the changes to the Consumer Price Index since the last update to the contract that has been in place since 1993. In response, on March 12, 2024 the Board asked for additional information as it relates to all the special districts in the County. This analysis is being conducted in phases with phase 1 being presented to the Board in August 2024. This is the phase 2 report, which summarizes findings of surveys sent to the administrative staff and board members of all the special districts, with the exception of Southern Mono Hospital District.

SUMMARY OF FINDINGS:

Overall, the responses did not indicate a strong desire by the districts for significant support from the County. The largest districts, Mammoth Lakes Fire and Mammoth Community Water District, offered their assistance to smaller districts, if needed. Even Mammoth Lakes Fire indicated that many of their administrative tasks are conducted by their paid firefighting staff and therefore can lack consistency.

Even though the surveys were sent to individuals, most of the responses were coordinated at the district level. As a result, we did not receive different views within a district.

The response notes below do not reflect a consensus, but rather the full scope of responses received. Some districts responded that they do not need any support from the County. Please note that all of the responses are included in the appendix.

QUESTION: What services would the districts be interested in the county providing?

- Training, including supervisor training; budgeting; meeting setup, minutes, and agendas, Brown Act
- Accounting Support, including day-to-day accounts payable and receivable, payroll, financial reports, budgeting, service billing, and loan repayments
- Training would be helpful on requirements when a District secretary position changes (acknowledged that this is available)
- Human resources, including policies and procedures, guidance with HR situations, personnel file establishment and maintenance, and discipline
- Audits
- Policy development and maintenance, including conflict of interest, general policies and procedures, records retention (including digital records), and Public Records Act Requests
- Recruitment for governing and advisory board vacancies

- Creating fee schedules
- Capital improvement plans
- Project management
- A better understanding of the “Why” regarding financial operations.
- IT/GIS Support and Equipment Maintenance support to the list. MLFPD already outsources some equipment maintenance to the town.

QUESTION: The County believes that the greatest strength of our District’s is their understanding of their operations and their ability to implement their operational plan on a daily basis. Are there operational areas that you feel you need additional support?

- Water quality testing is a real problem, given our distance from the commercial laboratories, given the time lapse issues – some tests require the sample to be less than 24 hours old.
- Compliance questions related to the Brown Act.
- Having County Counsel review new and updated policies.
- The TVGMD could use help from the County to develop a database on properties, owners, and wells within our District boundaries. We do not have access to this info.

QUESTION: Currently, County Counsel can provide some services to Districts, but County Counsel’s office has limited resources. There is no current written guidelines to clarify what County Counsel can and cannot do for the districts. If the County adopts a policy to provide 10 hours of County Counsel service to each District/year, how do you see this policy impacting your District?

Generally, the districts are appreciative of the support they receive from County Counsel and would like this to continue.

QUESTION: Additional Comments:

Generally, the districts are appreciative of the help they do receive from the County, and have specifically identified the Clerk’s office, County Counsel, and Finance and the departments that have provided the most assistance.

RESPONSE TO COMMENTS:

What I did not find in the responses is references to other requirements on a variety of topics. I would characterize as the volunteer leaders of these departments “not knowing what they don’t know.” Often, in small departments, the volunteers may not be aware of a requirement until they are challenged on it.

It should be noted that many small water and sewer districts throughout the state have struggled to keep up with increasing environmental requirements, aging infrastructure, and the cost of upgrades and compliance. In some counties, the county has taken over these small districts with subsidies from the General Fund.

The Tri-Valley Groundwater Management District has unique challenges, due in part to requirements of representation for their Board, as well as their role in the Sustainable Groundwater Management Act (SGMA) process.

RECOMMENDATIONS:

Many of the requests for training assistance could be accomplished by creating a training curriculum that could be accessible online when the user needs the information. This would allow County staff to create and record the training once, and it would be available as staff in the districts change. Some of these may already be available, either from the software vendors (such as the Finance System) or from the California Special Districts Association.

County staff should meet with the Tri-Valley Groundwater Management District to determine the best ways to address their needs to better support them in fulfilling their mission.

Having support from County Counsel is very valuable to the districts and should be continued. Discussion between County Counsel and the County Administrator should focus on the capacity limitations for this service.

At this time, there is not enough to keep a full-time position busy on an on-going basis, but there is a substantial amount of coordination that could be achieved with a limited-term coordinator position.

Appendix A

Quotes from responses

Some comments have been de-identified

(edited for readability)

Services we would be interested in County assistance -

Training

- Supervisor training
- Budgeting
- Meeting setup, minutes, agendas,

Accounting Support

- Day-to-day accounts payable and receivable
- Payroll
- Financial reports
- Budgeting
- Service billing
- loan repayments
- This has been provided by the county but training would be helpful on requirements when a District secretary position changes.

Human resources

- Policies and procedures
- HR situations
- Personnel file establishments and maintenance
- Discipline
- Yes, any training on this or a contact/liaison to answer questions related to human resources would be very beneficial for the department.
- Yes – I would include audits in this.

Policy development and maintenance

- Conflict of interest
- Policies and procedures
- I would love additional support in establishing a Records Retention Policy and ensuring that the department is following all legal requirements related to PRAs and digital records retention. This may even simply look like having a contact

person to call with questions or legal counsel who would be available to review and verify that our Records Retention Policy is appropriate and compliant.

- The District conflict of interest policy needs to be updated with how and when to recuse from a vote. It only addresses the county counsel and does not address the Board of Directors and potential conflicts.
- The District currently does not confirm requirements on applicants who apply for a Board of Directors vacancy. To serve on the Board of Directors, an applicant must be a resident of the District, a property owner within the District boundaries and a registered voter. The District statute also requires either a domestic or agricultural position on the Board. The TVGMD needs to confirm the type of well (Agriculture (100 gallons per minute) or domestic) on an applicant's property before either Board or County appointment. We do not have access to all this information at this time. The composition of Board seats is critical so that stakeholders do not lose their voice on the Board of Directors.
- Mono County could develop a policy allowing for TVGMD comment before Mono County grants a new large or agricultural well permit within our District boundaries. TVGMD needs to assure the County that the District will respond quickly so the Environmental Health Department may take timely action on a well permit.

Recruitment

- Board vacancies
- Advisory Board vacancies

Yes, any training, support to gain knowledge on county policies and best practices on projects such as creating fee schedules, capital improvement plans, or other projects would be very beneficial to the department.

Yes, I would be interested in training specifically related to the broader context of Mono County financial operations and knowledge of policy as well as training on how the County Auditor's Department handles our accounts. When I began as Secretary, much of my training focused on the "what" of my tasks—warrant claim form submittals, EFTPS/EDD tax wire submittals, and form completion requirements. However, developing a deeper understanding of the "why" behind these tasks has largely been self-guided through researching documents online and independently studying topics like tax revenue flows, apportionments, and the history behind programs like ERAF. Gaining a broader understanding of how financial accounting and administration works within Mono County I believe would allow me to more effectively serve the special district as Secretary and to better understand the purpose and impact of my role and responsibilities. Training support on county policy, best accounting practices, best budgeting practices, training on property taxes, apportionments and annual

apportionment timelines, understanding how the county balances the general ledger from year to year, AB reports and how these are created/processed, and county accounting policies would all be very beneficial to have.

I would add IT/GIS Support and Equipment Maintenance support to the list. MLFPD already outsources some equipment maintenance to the town.

Training would be helpful regarding proposed legislative changes affecting local government, SGMA, elections, and the Brown Act.

TVGMD needs quarterly reports on the Mono County groundwater model grant and work completed. The TVGMD Board needs to be informed on the progress of the project as it affects Tri-Valley future groundwater management decisions. District participation on this project was promised when the application was filed with IRWP by Mono County.

The County believes that the greatest strength of our District's is their understanding of their operations and their ability to implement their operational plan on a daily basis. Are there operational areas that you feel you need additional support?

- Water quality testing is a real problem, given our distance from the commercial laboratories, given the time lapse issues – some tests require the sample to be less than 24 hours old.
- ? I will periodically have compliance questions related to the Brown Act. I am currently unsure of the protocol on who I can reach out to at the County level or if I am allowed to reach out at the County level to have these questions answered. Support for this would be beneficial.
- I personally see this benefiting our district tremendously. Having County Counsel review new and updated policies, being available to answer various questions related to operations, Brown Act compliancy, and providing that assistance to ensure we are above board in our operations would be very beneficial.
- We have experienced support from the Board of Supervisors in the past but that has changed in recent times. When the District was created, the County promised to help us as the revenue portion of our original bill was stricken by the State legislature and agreed to by the Board of Supervisors and county. Now, years later, some County staff feel put out by helping TVGMD. Their excuse is TVGMD are not really part of the County.
- The TVGMD could use help from the County to develop a database on properties, owners, and wells within our District boundaries. We do not have access to this info.

Currently, County Counsel can provide some services to Districts, but County Counsel's office has limited resources. There is no current written guidelines to clarify what County Counsel can and cannot do for the districts. If the County adopts a policy to provide 10 hours of County Counsel service to each District/year, how do you see this policy impacting your District?

- We are currently being provided County Counsel services.
- We might use it, for example, this year, in reviewing our process in bidding out a \$300,000 construction contract.
- Politics in recent years has impacted the Tri-Valley area. There is a feeling among parts of TVGMD that although SGMA has been law for a decade, it should not apply to Tri-Valley. The Office of the Mono County Counsel has been steadfast in steering the District to comply with all California laws and to be a guiding force in meetings and critical decisions. I hope that continues. Rather than the Board of Supervisors mandating the amount of time the County Counsel spends advising a District, why not trust your County Counsel and the awesome staff to make that judgement? This proposed policy could hurt District 2 residents as well as the TVGMD Board and Advisory Board.
- The Office of County Counsel is more than able to manage time constraints. I have worked with them for 35 years, and with many different people in that office, and have found them to be diligent public servants.

Comments:

We do not have full-time staff to manage our HR and financial operations, which has led to ongoing issues requiring support. As a Board, we lack the time and expertise to stay current with HR practices and procedures. Without established policies and procedures in place, we are starting from scratch, which is time-consuming and challenging, especially since Board members have other commitments outside of their District duties. As a small district, we lack the resources, staffing capacity, and specialized knowledge to manage the functions of a department that ideally needs 3-4 staff members, supervision, and the ability to maintain state compliance. The District is essential to the community, but there is simply too much to be done, and we are struggling to meet state requirements, especially as state mandates continue to increase.

MCWD is in a good position both organizationally and financially because of our unique circumstances and decades of stable Board leadership and wisdom. I look forward to participating with and supporting the group of special district leaders any way I can.

You might know this already, but the California Special Districts Association (CSDA) has a quarterly virtual meeting of Mono County special districts. It might be worth reaching out to Dane Wadlè to see if there is any potential synergy. danew@csda.net.

At this time, I cannot think of additional support MCWD needs from Mono County as we are fortunate to be very self-sufficient. Being somewhat familiar with the challenges some of the smaller Special Districts within Mono County are facing it's great to see Mono County is looking to provide support and help to identify a productive path forward. Along those lines I'd like to offer my support and potentially some staff time to work with you in developing an outline of the specific steps required to help the communities with major infrastructure issues and no clear path to resolution.

Presently we use Mono County for accounting support including payroll. This works well for us for the most part, but do find that the time it takes to process payments via warrants often leads to late payments and fees from vendors

In the future, the only additional service we would consider would be the access to County counsel. We typically have very little need for a legal representative and would use this mostly to review MOU's and contracts.

All of our training is covered through a CSDA membership and we would retain this going forward.

After meeting with the commissioners the District would like to decline any of the services offered in the survey.

Also, possibly having a line of communication or contact person with the County to be able to have questions answered throughout the year would be beneficial as well. Our department has recently purchased a membership from the California Special Districts

Association (CSDA) , where I've accessed excellent training specifically for Secretaries. While this has been tremendously helpful, I periodically have department-specific questions that require clarification. For example, when drafting a Records Retention Policy, it would be very helpful to have a trusted contact in the County, specifically County Counsel, who could offer guidance and verify that our policy aligns with California standards.

I am also grateful for Mono County's elections webinars for special district Secretaries, which has been invaluable in helping me understand requirements and deadlines. This is something that I hope continues. Big thank you to Queenie and all staff involved!

For my district, and I would assume others, administrative tasks can be an Achilles' heel. Obviously, our district is slightly in a different position than the other districts, but some of the underlying issues are the same. I am currently exploring this concept and looking at multiple various solutions. That stated, while I have the obvious needs, I have concerns about outsourcing portions of administrative/HR/legal tasks and then not receiving the resources to operationalize the "new requirements" that may arise. I would urge caution towards unintended consequences of such actions for both parties.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

Departments: County Administrative Office

TIME REQUIRED 10 minutes

SUBJECT Letter of Support to Preserve and
Protect Tax-Exempt Bonds

**PERSONS
APPEARING
BEFORE THE
BOARD**

Sandra Moberly, County
Administrative Officer

AGENDA DESCRIPTION:

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

Tax-exempt bonds are important tools for financing public projects that benefit our community. The draft letter advocates measures to ensure the continued availability and impact of tax-exempt bonds.

RECOMMENDED ACTION:

Approve draft letter and authorize the Chair to sign on behalf of the Board.

FISCAL IMPACT:

None.

CONTACT NAME: Sandra Moberly

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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[Draft Letter](#)

History

Time	Who	Approval
3/26/2025 2:04 PM	County Counsel	Yes
3/26/2025 8:17 AM	Finance	Yes
3/26/2025 2:45 PM	County Administrative Office	Yes



Jennifer Kreitz~District One Rhonda Duggan~District Two Paul McFarland~District Three
John Peters~District Four Lynda Salcido~District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

BOS@mono.ca.gov

Queenie Barnard, Clerk of the Board

April 1, 2025

The Honorable Kevin Kiley
United States House of Representatives
1032 Longworth House Office Building
Washington, DC 20515

Re: Preserve & Protect Tax-Exempt Bonds

Dear Congressman Kiley,

On behalf of Mono County, I am writing to request that you preserve and protect Tax-Exempt Bonds (TEBs) and Private Activity Bonds (PABs) – tools used by state and local government to catalyze investment in business industry and infrastructure for over 100 years – as part of the budget reconciliation process. Elimination of this program would have significant impact on economic development in California.

As shown below, the list of allowed activities is long, and as a California representative, I'm sure you understand and see that TEBs and PABs can – and do – fill a gap in addressing capital needs for some of the biggest issues facing our great state: affordable housing, expanding manufacturing, building infrastructure, and financing healthcare facilities.

PABs have helped California communities fund these activities:

- airports
- docks and wharves
- mass commuting facilities
- facilities for the furnishing of water
- sewage facilities
- governmentally owned solid waste disposal facilities
- privately owned solid waste disposal facilities
- qualified residential rental projects
- facilities for the local furnishing of electric energy or gas
- local district heating or cooling facilities
- qualified hazardous waste facilities

- governmentally owned high-speed intercity rail facilities
- privately owned high-speed intercity rail facilities
- environmental enhancements of hydro-electric generating facilities
- qualified public educational facilities
- qualified green building and sustainable design projects
- qualified highway or surface freight transfer facilities
- qualified mortgage bonds
- qualified redevelopment bonds
- qualified veterans' mortgage revenue bonds
- qualified 501(c)(3) bonds
- qualified small manufacturers

The University of Chicago, Center for Municipal Finance has aggregated the TEB and PAB projects throughout the United States. You can [use this page](#) to see what projects in your district have been financed using these tools. We respectfully request that you stand up for Californians and our communities and support preservations of TEBs and PABs.

By eliminating TEBs and PABs, the ability of California to finance these projects will also be eliminated, as governments and project sponsors will be forced to borrow at higher interest rates, which in turn will make the projects unfeasible. Industry experts have estimated that interest rates for borrowers would increase by 1.5 – 2.5% for bond transactions of varying levels of credit quality if TEBs and PABs are eliminated. Conservatively, such a rise in interest rates would cause the cost of borrowing for state and local governments to increase by as much as 25-35%.

Eliminating TEBs and PABs will negatively impact our ability to grow local economies, house our residents, build necessary infrastructure, and provide other community benefits. With this in mind, we strongly ask that you protect this tool. Please feel free to contact me should you have any questions about our request.

Sincerely,

Lynda Salcido
Board Chair
Mono County Board of Supervisors



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

Departments: County Administrative Office

TIME REQUIRED 30 minutes

SUBJECT Community Support Grant Program
Presentation

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mary Snyder, Special Projects

AGENDA DESCRIPTION:

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

Presentation by Mary Snyder regarding possible community grant program implementation.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Mary Snyder

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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Staff report-community funding
Community Support grant program

History

Time	Who	Approval
3/26/2025 2:03 PM	County Counsel	Yes
3/26/2025 8:20 AM	Finance	Yes
3/26/2025 2:45 PM	County Administrative Office	Yes



**COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO**

Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER

Christine Bouchard

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Kathryn Peterson

INFORMATION

TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

To: Mono County Board of Supervisors

From: Mary Snyder, Special Projects

Date: April 1, 2025

Re: Community Funding Support Program review

Strategic Plan Focus Area(s) Met

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

☐ Sustainable Public Lands ☒ Workforce & Operational Excellence

Discussion

The Board has directed staff to develop a process to address requests for funding support that are not covered by the existing funding programs operated by Economic Development.

Attached is a draft program outline for discussion. Specific direction is sought regarding funding categories and funding criteria. Based on the direction from the Board, staff will be included to develop a final program, including application forms and reporting forms.

**Mono County
Community Funding Support Program
FY 2025-26**

Background: Historically, Mono County has received requests for funding and support for a variety of community programs. These requests come in throughout the year, with many coming in during budget hearings. The Board, through the Economic Development Department, has created the Community Event Marketing Fund (CEMF) for requests relating to promoting local events, increasing tourism, and enhancing the experience for tourists to Mono County. The Economic Development Department also administers the Historical Societies Grant Program (HSGP) to provide support for established non-profit historical societies and museums. Now, the Board has directed staff to develop a more structured process for requests that are not covered by these other funding programs.

Proposal: As part of adopting the annual budget, the Board will appropriate funds to be made available for the grant program for that fiscal year.

Applications will be due no later than December 1 based on the funds included in the current adopted budget.

Staff will evaluate and rank the proposals based on approved criteria.

Awards will be approved by the Board no later than the first meeting in January.

Contracts will be signed by County and Awardee prior to any work being performed.

Awardees will have until December 31 of the following year (18 months) to complete their project.

Funding Categories:

Mono County will not fund on-going costs of existing programs but is focused on growing programs and expanding access to programs for local residents. Mono County will provide funding for services in the following categories:

- Human Services-programs in this category should enhance and support County-offered services.
- Visual and Performing arts programs in the unincorporated County.
- Youth Sports programs in the unincorporated County.
- Environmental Stewardship.
- Community Volunteer development.

Program Requirements:

Grantees shall provide a match of 25% of the total project.

Funding will be provided on a reimbursement basis. Grantees must invoice the County quarterly, no more than 45 days after the end of the quarter. County will process and pay invoices within 30 days of receipt.

Grantees must provide quarterly progress reports along with their invoice.

Grantees must acknowledge the County's support in any website and advertising materials.

No more than 10% of the funds can be used for administrative costs.

DRAFT



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

Departments: County Administrative Office

TIME REQUIRED 20 minutes

SUBJECT Reduction of Plastics in Waste
Stream Presentation

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mary Snyder, Special Projects

AGENDA DESCRIPTION:

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

Presentation by Mary Booher reviewing plastic bans in other California Jurisdictions.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Mary Snyder

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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[Staff Reports-plastics ban](#)

History

Time	Who	Approval
3/26/2025 2:05 PM	County Counsel	Yes
3/26/2025 8:08 AM	Finance	Yes
3/26/2025 2:46 PM	County Administrative Office	Yes



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CGFM, CPA

**HEALTH AND HUMAN
SERVICES**

Kathryn Peterson

INFORMATION

TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

To: Mono County Board of Supervisors

From: Mary Snyder, Special Projects

Date: March 11, 2025

Re: Review of Plastic Bans in California Jurisdictions

Strategic Plan Focus Area(s) Met

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

☐ Sustainable Public Lands ☐ Workforce & Operational Excellence

Discussion

Before completing his term, Supervisor Gardner asked for an evaluation of options to consider banning single-use plastics. This report is in response to that request.

Plastics are broken into 4 main categories, plastic bags; single use plastics, such as water and soda bottles; polystyrene, used in take-out containers; and Expanded Polystyrene (EPS), as used in rigid packing material. There is a mix of regulations related to each of these categories in jurisdictions throughout California.

Plastic Bags: In 2014, California banned single-use plastic bags in retail businesses. Since that time, businesses started using heavier-duty plastic bags that are considered re-usable. As a result, there was not a significant decrease in the use of plastic bags entering into the waste stream. In 2024, the California legislature passed, and the Governor signed SB 1053, which bans the use of all plastic bags in grocery stores. This law, effective in 2026, requires the use of recyclable paper bags or compostable bags by grocery stores.

Single-use plastics, including polystyrene containers: The use of single-use plastics in water bottles and take-out containers has resulted in local jurisdictions enacting different levels of restriction.

- California law requires producers to make recyclable and compostable single-use packaging and foodservice ware.
- California law prohibits hotels from providing small plastic bottles containing personal care products.
- Fifteen jurisdictions in California have enacted prohibitions

from using the local jurisdiction funds to purchase single-use plastics. These often have exceptions during times of emergencies. This is the easiest level of restriction to enact and enforce, but has the smallest impact on the amount of plastic entering the waste stream.

- 85 jurisdictions have enacted restrictions on restaurants regarding the use of polystyrene, requiring the use of compostable take-out containers. While this has the potential to have a more significant impact on the amount of plastic entering the waste stream, most jurisdictions do not invest in enforcement activities.
- 24 jurisdictions have enacted full bans on polystyrene containers, expanding beyond the restaurant industry. Some of these bans extend to EPS. This has the potential to have a significant impact on the amount of plastic entering the waste stream, but, as the other bans, doesn't have a natural enforcement mechanism.
- Three cities, Mammoth Lakes, South Lake Tahoe, and Truckee have adopted bans prohibiting the sale of water in plastic bottles smaller than a specific size (1 gallon in Truckee and South Lake Tahoe, 500 ML in Mammoth Lakes). The City of Los Angeles has enacted a similar ban in their airport operations. These bans apply to products sold within the jurisdiction but would not prevent residents from purchasing these items from somewhere else (i.e., Costco in Carson City).

Should the Board of Supervisors consider the enactment of some level of regulation above the state regulation, the following things should be considered.

Enactment: Any ordinance adopted by the County would only be effective in the unincorporated County. Many jurisdictions have found that having different levels of regulations in neighboring jurisdictions can be challenging. In more urban areas, there is a concern about 2 businesses across the street from each other might be subject to different standards, based on city boundaries. It can also be challenging to coordinate multiple political bodies to enact similar ordinances on the same timeline. When the jurisdictions in Sonoma County wanted to enact plastic bag bans before the state law, they chose to have the Joint Powers Agency (JPA) that provided solid waste services throughout the County to enact the ordinance to overcome these challenges.

Enforcement: As civil ordinances, these ordinances are not enforced by local law enforcement. Code Enforcement departments and divisions have the authority to enforce these regulations, but don't usually have the staff to meet the increased demand.

Education: As an alternative to enforcement, many jurisdictions try to use education to encourage enforcement. These efforts require resources in order to be effective.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

Departments: County Administrative Office

TIME REQUIRED 10 minutes

SUBJECT Emergency Medical Services Ad Hoc

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mary Snyder, Special Projects

AGENDA DESCRIPTION:

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

Presentation by Mary Snyder regarding establishment of an Emergency Medical Services (EMS) Ad Hoc.

RECOMMENDED ACTION:

Appoint two members to the EMS Ad Hoc and approve proposed charter. Provide any desired direction to staff.

FISCAL IMPACT:

Unknown. There will be staff time to support the Ad Hoc.

CONTACT NAME: Mary Snyder

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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[EMS Ad Hoc Staff Report](#)

[EMS Ad Hoc Charter](#)

History

Time	Who	Approval
3/26/2025 2:04 PM	County Counsel	Yes
3/26/2025 8:18 AM	Finance	Yes
3/26/2025 2:45 PM	County Administrative Office	Yes



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

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
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Rhonda Duggan / District 2

Paul McFarland / District 3

John Peters / District 4

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Queenie Barnard

COUNTY COUNSEL

Chris Beck

ECONOMIC DEVELOPMENT

Liz Grans

EMERGENCY MEDICAL SERVICES

Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA,

CGFM, CPA

HEALTH AND HUMAN SERVICES

Kathryn Peterson

INFORMATION TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

To: Board of Supervisors

From: Mary Snyder, Special Projects CAO's Office

Date: April 1, 2025

Re: Establish Emergency Medical Services (EMS) Ad Hoc and approve Charter

Strategic Plan Focus Area(s) Met

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

☐ Sustainable Public Lands ☒ Workforce & Operational Excellence

Background

The Emergency Medical Services (EMS) was established in 1975, and funded by the County. The loss of revenue caused by Proposition 13 and County budget deficits resulted in threats to end the program. Eventually, in the mid-1980's a Joint Powers Agreement with Mono County, Mammoth Lakes Fire, and the Town of Mammoth Lakes was established to continue the program. In the early 1990's, both Mammoth Lakes Fire and the Town of Mammoth Lakes withdrew from the JPA, and Mono County became the sole operator and funder of the program. At that time, the employees moved from being Mammoth Lakes Fire employees to being Mono County employees.

At the time of the dissolution of the JPA, Mono General Hospital also operated a BLS ambulance, Medic 6. Fire districts in Benton and Chalfant operated Medic 4 and Medic 5, also BLS units. When Mono General Hospital was replaced with a 24-hour urgent care, Bridgeport Fire began operating Medic 6, at the request of the County. The County provided an ambulance and vehicle maintenance. Bridgeport Fire was responsible for training, insurance, and billing, in exchange for any revenue received. When Mono County decided to replace the urgent care with a weekday clinic, and establish an ALS unit in Bridgeport, Medic 7, Bridgeport Fire ceased operations with Medic 6.

At some point, the County entered into agreements with White Mountain Fire and Chalfant Fire to provide per/run stipends for EMS services, to enhance local response. These areas were primarily served by Symon's Ambulance of Bishop, which led to long response times. On February 5, 2019, Mono County entered into a new agreement with White Mountain Fire, establishing a pilot program for EMS services, with a County subsidy of \$300,000/year. On January 9, 2024 the Board approved an agreement with White Mountain Fire to continue the program. At the same time, staff entered into negotiations with Chalfant Valley Fire for a similar

agreement, which was declined by Chalfant Valley Fire after almost a year of negotiations. Chalfant Valley Fire raised important concerns in their final response to the County.

In January 2023, Symons announced they were ceasing operations in Bishop. After a short-term contract with Coast2Coast, Inyo County entered into a longer-term agreement with REACH, who operates Sierra Lifeflight.

In November 2024, voters in the Mammoth Lakes Fire Protection District approved a parcel tax. The new funding will be available in January 2026, and Mammoth Lakes Fire has reached out to the County in regards to their implementation plan and EMS services in Mammoth Lakes.

Discussion

The provision of EMS services has changed over the years, with some of the factors being

- Changes in reimbursement levels from Medicare, MediCal, and private insurance that are not keeping up with the cost of providing services
- Availability of volunteers in the local fire districts
- Closure of local hospitals, resulting in longer transport times

The last system analysis was completed by Fitch & Associates and presented to the Board on September 11, 2012. In order to better understand the current level of service throughout the County, staff recommends an analysis of the run data, which is available through ICEMA, and billing data from Mono County EMS. The Ad Hoc would be instrumental in reviewing the data collected to assist in future decision-making.

If you have any questions, please contact Mary Snyder at msnyder@mono.ca.gov.

County of Mono
Emergency Medical Services Charter / Scope of Work
(Board Report – Attachment 1)

Background

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Purpose and Scope

This ad hoc will work with the County Administrative Officer to conduct an evaluation of EMS services currently being provided in Mono County and provide recommended next steps to the Board of Supervisors.

Committee Duration

This committee will be active for approximately 1 year.

Committee Members

To be appointed by the Board of Supervisors.

County Department, Other Agency, and Consulting Resources

County Administrative Office and Emergency Medical Services, with support from Finance and County Counsel.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
3/24/2025 9:42 AM	County Counsel	Yes
3/26/2025 8:09 AM	Finance	Yes
3/26/2025 9:28 AM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

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. Amerisourcebergen Drug Corporation; Cardinal Health, Inc.; McKesson Corporation; Purdue Pharma L.P.; Purdue Pharma, Inc., et al., United States District Court, Eastern District of California, Case No. 2:18-cv-01149-MCE-KJN.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
3/18/2025 10:17 AM	County Counsel	Yes
3/26/2025 8:16 AM	Finance	Yes
3/26/2025 9:28 AM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

TIME REQUIRED

SUBJECT Closed Session - Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
3/24/2025 1:33 PM	County Counsel	Yes
3/26/2025 8:17 AM	Finance	Yes
3/26/2025 9:28 AM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 1, 2025

TIME REQUIRED

SUBJECT Closed Session - Real Property
Negotiation

**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 NEGOTIATOR. Government Code section 54956.8. Property Address: 2784 Highway 158, June Lake, CA. County Negotiator: Sandra Moberly. Negotiating Parties: Don Morton. Under Negotiation: Price, terms and conditions.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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No Attachments Available

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

 Print

MEETING DATE April 1, 2025

TIME REQUIRED

SUBJECT Closed Session - Public Employee
Evaluation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
10/21/2024 10:43 AM	County Counsel	Yes
5/29/2024 1:59 PM	Finance	Yes
3/24/2025 9:06 PM	County Administrative Office	Yes