



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

Teleconference Only - No Physical Location

Regular Meeting August 11, 2020

TELECONFERENCE INFORMATION

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

Important Notice to the Public Regarding COVID-19

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

1. Joining via Zoom

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

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/91320650516>

Or visit <https://www.zoom.us/> click on "Join A Meeting" and use the Zoom Meeting ID 913 2065 0516.

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

To join the meeting by telephone:

Dial (669) 900-6833, then enter Webinar ID 913 2065 0516.

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

2. Viewing the Live Stream

If you are unable to join the Zoom Webinar of the Board meeting you may still view the live stream of the meeting by visiting http://monocounty.granicus.com/MediaPlayer.php?publish_id=8c4d8d56-9aa6-4b8a-ace3-1fbaaecbf14a

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact Shannon Kendall, Clerk of the Board, at (760) 932-5533. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

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

UNLESS OTHERWISE SPECIFIED BY TIME, ITEMS SCHEDULED FOR EITHER THE MORNING OR AFTERNOON SESSIONS WILL BE HEARD ACCORDING TO AVAILABLE TIME AND PRESENCE OF

INTERESTED PERSONS. PUBLIC MAY COMMENT ON AGENDA ITEMS AT THE TIME THE ITEM IS HEARD.

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

4. DEPARTMENT/COMMISSION REPORTS

5. CONSENT AGENDA

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

A. Board Minutes - June 9, 2020

Departments: Clerk of the Board

Approval of the Board minutes of the Regular Board meeting of June 9, 2020.

Recommended Action: Approve the Board minutes of the Regular Board meeting of June 9, 2020.

Fiscal Impact: None.

B. Board Minutes - June 16, 2020

Departments: Clerk of the Board

Approval of the Board minutes of the Regular Board meeting of June 16, 2020.

Recommended Action: Approve the Board minutes of the Regular Board meeting of June 16, 2020.

Fiscal Impact: None.

C. Board Minutes - June 29, 2020

Departments: Clerk of the Board

Approval of the Board minutes of the Special Board meeting of June 29, 2020.

Recommended Action: Approve the Board minutes of the Special Board meeting of June 29, 2020.

Fiscal Impact: None.

D. Board Minutes - July 7, 2020

Departments: Clerk of the Board

Approval of the Board minutes of the Regular Board meeting of July 7, 2020.

Recommended Action: Approve the Board minutes of the Regular Board meeting of July 7, 2020.

Fiscal Impact: None.

E. Board Minutes - July 14, 2020

Departments: Clerk of the Board

Approval of the Board minutes of the Regular Board meeting of July 14, 2020.

Recommended Action: Approve the Board minutes of the Regular Board meeting of July 14, 2020.

Fiscal Impact: None.

F. Board Minutes - July 21, 2020

Departments: Clerk of the Board

Approval of the Board minutes of the Regular Board meeting of July 21, 2020.

Recommended Action: Approve the Board minutes of the Regular Board meeting of July 21, 2020.

Fiscal Impact: None.

G. Claim for Damages - Jonathan D. Palmer

Departments: Risk Management

Claim for damages filed by Jonathan D. Palmer, related to loss of employment with the County.

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

Fiscal Impact: None.

H. Letter Supporting Inyo Mono Advocates for Community Action Appeal of Denial of Head Start Grant

Departments: County Administrator's Office

(Robert C. Lawton, County Administrative Officer) - The Inyo Mono Advocates for Community Action (IMACA) has served this region since 1980. IMACA conducts the only general Head Start program in a region of nearly 14,000 square miles, serving 82 preschoolers. Due in part to a temporary under-enrollment - and not because of any observed deficiencies - the United States Department of Health and Human Services (HSS) recently denied renewal of IMACA's Head Start grant. Under the HSS appeals process, IMACA may submit a written appeal, including supporting documentation.

Recommended Action: The County Administrator recommends that your Board approve a letter in support of IMACA's appeal for the reasons set forth here and in the draft letter.

Fiscal Impact: None.

I. County Medical Services Program (CMSP) COVID-19 Emergency Response Grant (CERG) Agreement

Departments: Public Health

County Medical Services Program (CMSP) COVID-19 Emergency Response Grant (CERG) Agreement, Term July 15, 2020 to January 14, 2022.

Recommended Action: Approve the County Medical Services Program (CMSP) COVID-19 Emergency Response Grant (CERG) Agreement for fiscal years 2020-21 and 2021-22, and authorize the Chairperson to sign three (3) copies of the County Medical Services Program Governing Board Grantee Data Sheet (Exhibit D) to execute the agreement on behalf of the County as well as authorize the County Administrative Officer and Interim Public Health Director to sign three (3) copies of the agreement as required. Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided they are approved by County Counsel and do not materially affect the County's rights. Provide any desired direction to staff.

Fiscal Impact: There is no impact to the County General Fund. The CERG Program is funded through the County Medical Services Program (CMSP). Total amount to be paid under agreement, \$100,000, with \$90,000 to be recognized in the 2020-21 fiscal year and \$10,000 in the 2021-22 fiscal year.

J. Twin Lakes Road Maintenance Project - Invitation for Bids

Departments: Public Works Department

Authorization to Issue Invitation for Bids for the Twin Lakes Road Maintenance Project.

Recommended Action: Approve bid package and authorize the Public Works

Department to advertise the Project for bids.

Fiscal Impact: None at this time. If a contractor is selected and a contract awarded by the Board, approximately \$1,100,000 in Road Maintenance and Rehabilitation Account, Senate Bill 1 funds.

K. AIDS Drug Assistance Program (ADAP) Enrollment Site Contract #20-10059 for July 1, 2020 - June 30, 2023

Departments: Public Health

Proposed contract with California Department of Public Health, Center for Infectious Diseases, Office of AIDS (OA) pertaining to the AIDS Drug Assistance Program (ADAP) Enrollment Site Contract #20-10059.

Recommended Action: Approve County entry into the AIDS Drug Assistance Program (ADAP) Enrollment Site Contract #20-10059 and authorize the Director of Public Health's signature to execute said contract and related attachments on behalf of the County including minor amendments that may occur in the 3-year contract period of July 1, 2020-June 30, 2023 with approval as to form by County Counsel.

Fiscal Impact: There is no impact to the County General Fund.

L. Memorandum of Understanding with Mono County Children and Families Commission (First 5) for Child Abuse Prevention, Intervention, and Treatment (CAPIT) services

Departments: Social Services

Memorandum of Understanding between the Department of Social Services and the Mono County Children and Families Commission (First 5) for Child Abuse Prevention, Intervention, and Treatment (CAPIT) services.

Recommended Action: Approve and authorize the Director of the Department of Social Services to sign the proposed Agreement with the Mono County Children and Families Commission (First 5) to provide Child Abuse Prevention, Intervention, and Treatment (CAPIT) services.

Fiscal Impact: The Agreement amount is up to \$60,150 per year, not to exceed \$180,450 for the 3-year term of the agreement, July 1, 2020 through June 30, 2023. All requested funds shall come from CAPIT funding and there is no cost to the Mono County General Fund.

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. California Department of Fish and Wildlife Press Release re: Bacterial Outbreak at Three Southern California Hatcheries

A press release from California Department of Fish and Game (CDFW) regarding a bacterial outbreak at three CDFW fish hatchery facilities in the eastern Sierra and Southern California that has affected 3.2 million fish and resulted in the euthanization of the fish in order to stop the spread of the outbreak.

7. REGULAR AGENDA - MORNING

A. Child Abuse Prevention Council (CAPC), Annual Presentation and Contract with Mono County Office of Education (MCOE) to Perform CAPC Coordination Services

Departments: Social Services

15 minutes

(Michelle Raust (DSS Program Manager) and Courtney Powell (CAPC Coordinator)) - Agreement between the County and Mono County Office of Education (MCOE) to conduct Child Abuse Prevention Council (CAPC) Coordination and a presentation by Courtney Powell regarding annual Child Abuse Prevention Council (CAPC) accomplishments.

Recommended Action: Approve County entry into proposed contract with the Mono County Office of Education (MCOE) to Perform CAPC Coordination Services, and authorize Board Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: The Agreement amount is up to \$30,000 per year, not to exceed \$90,000 for the 3-year term of the agreement, July 1, 2020 through June 30, 2023. All requested funds shall come from the County Children's Trust Fund and there is no cost to the Mono County General Fund.

B. Revised and Restated Memorandum of Understanding with Madera County

Departments: Sheriff, CAO and County Counsel

10 minutes

(Ingrid Braun, Bob Lawton, Stacey Simon) - Revised and Restated Memorandum of Understanding (MOU) with Madera County and the Town of Mammoth Lakes Regarding Law Enforcement, Emergency Response and Environmental Health services for Areas of Madera County primarily accessed through Mono County.

Recommended Action: Approve County entry into Revised and Restated MOU and authorize Board Chair to execute said MOU on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: Potential for reimbursement of personnel and vehicle costs when Mono County responds to incidents not associated with Mono County residents.

C. COVID-19 (Coronavirus) Update

Departments: CAO

Item will start at approximately 10:00 AM

(Bob Lawton, CAO) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health. Specific topics include, but are not limited to: (1) Impacts of tourism and recreation on public lands; (2) Enforcement activities; and (3) Approve a letter to State legislators expressing County opposition to Assembly Bill 660, which would prohibit the assignment of law enforcement officer to contact tracing duties.

Recommended Action: Consider and potentially approve letter to Assembly Member Levine in Opposition to Assembly Bill 660.

Fiscal Impact: None.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

9. CLOSED SESSION

A. Closed Session - Public Employment

PUBLIC EMPLOYEE PERFORMANCE EVALUATIONS. Government Code section 54957. Title: (1) County Administrative Officer; (2) County Counsel.

B. Closed Session - Exposure to Litigation

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

10. REGULAR AGENDA - AFTERNOON

A. Budget Workshop - Capital Project Budgets

Departments: CAO, Finance

(Robert Lawton, Janet Dutcher, Megan Mahaffey) - Budget workshop for fiscal year 2020-2021. This is the second day of a three day workshop. **Please note all times on the attached schedule are estimates.**

Today's workshop covers the Capital Projects budgets.

To view the budget schedules and other budgetary related information, please visit the following link:

[2020-2021 Recommended Budget for Adoption](#)

Recommended Action: Continue the budget workshop. Provide Board input and direction. Continue the budget workshop to August 13.

Fiscal Impact: There is no fiscal impact as the result of this workshop.

11.

BOARD MEMBER REPORTS

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

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 11, 2020

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes - June 9, 2020

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of the Board minutes of the Regular Board meeting of June 9, 2020.

RECOMMENDED ACTION:

Approve the Board minutes of the Regular Board meeting of June 9, 2020.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[6-9-2020 Draft Minutes](#)

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 8/6/2020 1:53 PM | County Administrative Office | Yes |
| 8/5/2020 10:19 AM | County Counsel | Yes |
| 7/27/2020 11:22 AM | Finance | Yes |



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

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

**Regular Meeting
June 9, 2020**

| | |
|----------------------|--------------------------|
| Flash Drive | No Recorder |
| Minute Orders | M20-113 – M20-124 |
| Resolutions | R20-59 – R20-60 |
| Ordinance | ORD20-07 Not Used |

9:01 AM Meeting Called to Order by Chair Corless.

Supervisors Present: Corless, Gardner, Kreitz, Peters, and Stump (all attended via teleconference).

Supervisors Absent: None.

All votes were conducted by roll call.

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

Pledge of Allegiance led by Supervisor Kreitz.

Supervisor Stump:

- Quote from "markandangel": No book is one chapter long; No chapter tells the whole story; No mistake defines who we are; Keep turning the pages that need to be turned.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Carolyn Balliet, Chair of Behavioral Health Advisory Board:

- Discussed support for Behavioral Health.

Ann Tozier:

- SCE Tree (letter available in additional documents).

Note:

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

Greg Bock:

- SCE Tree Removal.

John Reilly:

- SCE Tree Removal (letter available in additional documents).

David Rosky:

- SCE Tree Removal (letter available in additional documents).

Kevin Peterson:

- Unincorporated Mono County allowed to open this Friday? Alteration of the County Guidelines.

Supervisor Gardner:

- Asked that SCE issue be put on a future agenda.

Urgent item:

The Board determined that there is a need to take immediate action with respect to the proposed agenda item, that the need for action came to the County's attention subsequent to the agenda being posted and therefore, that the Board add the item to the agenda.

Authority: Govt. Code §54954.2(b)(2). Note that urgency items may only be added to the agendas of regular meetings, not special meetings.

Gardner moved; Stump Seconded

Vote: 5 yes, 0 no

M20-113

Justin Walsh, June Lake Brewing:

- Covid.

URGENCY ITEM: SOUTHERN CALIFORNIA EDISON TREE REMOVAL

Supervisor Gardner:

- Criteria for removing the trees.
- Contactor indicated that citizens had authority to refuse removal.
- SCE is having a wildfire mitigation meeting.

David Rosky:

- Residential vs USFS – differentiate.

Returned to item after Board Reports:

Stacey Simon, County Counsel:

- Presented draft letter.

Approve letter to Southern California Edison and authorize Board chair to sign.

Gardner Moved, Kreitz Seconded

Vote: 5 yes, 0 No

M20-113A

(letter available in additional documents)

Note:

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2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

Bob Lawton, CAO:

- Move to the Civic Center.
- Attending various meetings.

4. DEPARTMENT/COMMISSION REPORTS

Frank Frievalt, EOC Chief:

- EOC Update.

Sheriff Braun:

- Peaceful Protest in Mammoth Lakes, around 200-300 people.

Chair Corless on behalf Robin Roberts:

- Community conversation tomorrow, Wed., June 10 .

5. CONSENT AGENDA

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

A. Board Minutes - April 21, 2020

Departments: Clerk of the Board

Approval of the Board minutes for the Regular meeting on April 21, 2020.

Action: Approve the Board minutes for the Regular meeting on April 21, 2020.

Kreitz moved; Gardner seconded

Vote: 5 yes, 0 no

M20-114

B. Board Minutes - April 28, 2020

Departments: Clerk of the Board

Approval of the Board Minutes of the Special meeting on April 28, 2020.

Action: Approve the Board Minutes of the Special meeting on April 28, 2020.

Kreitz moved; Gardner seconded

Vote: 5 yes, 0 no

M20-115

C. Board Minutes - April 30, 2020

Departments: Clerk of the Board

Note:

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

Approval of the Board Minutes of the Special meeting on April 30, 2020.

Action: Approve the Board Minutes of the Special meeting on April 30, 2020, as amended.

Kreitz moved; Peters seconded

Vote: 5 yes, 0 no

M20-116

Supervisor Kreitz

- Correction: Pledge led by Chair Corless.

D. Board Minutes - May 5, 2020

Departments: Clerk of the Board

Approval of the Board Minutes of the Board of Supervisors Regular meeting on May 5, 2020.

Action: Approve Board Minutes of the Board of Supervisors Regular meeting on May 5, 2020.

Kreitz moved; Gardner seconded

Vote: 5 yes, 0 no

M20-117

E. Board Minutes - May 8, 2020

Departments: Clerk of the Board

Approval of the Board Minutes of the Board of Supervisors Special meeting on May 8.

Action: Approve Board Minutes of the Board of Supervisors Special Meeting on May 8, 2020.

Kreitz moved; Gardner seconded

Vote: 5 yes, 0 no

M20-118

F. Board Minutes - May 14, 2020

Departments: Clerk of the Board

Approval of Board Minutes of the Board of Supervisors first Special Meeting on May 14, 2020.

Action: Approve Board Minutes of the Board of Supervisors first Special Meeting on May 14, 2020, as amended.

Kreitz moved; Peters seconded

Vote: 5 yes, 0 no

M20-119

Supervisor Kreitz

- Correction: Pledge led by Chair Corless.

G. Board Minutes - May 14, 2020 (Special)

Note:

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

Departments: Clerk of the Board

Approval of Board Minutes of the Board of Supervisors second Special Meeting on May 14, 2020.

Action: Approve Board Minutes of the Board of Supervisors second Special Meeting on May 14, 2020.

Kreitz moved; Gardner seconded

Vote: 5 yes, 0 no

M20-120

H. Easement Deed to Mammoth Community Water District for Civic Center Water and Sewer Infrastructure; Relinquishment and Elimination of Old Easement

Departments: Public Works

Approval of deed granting to Mammoth Community Water District an easement for Mono County Civic Center water and sewer infrastructure and facilities maintenance; and authorize Public Works Director to accept and record a quitclaim deed from Mammoth Community Water District relinquishing and eliminating a portion of an unused existing easement on the Civic Center property.

Action: Approved and authorized County Administrator to execute an easement deed for water and sewer infrastructure to Mammoth Community Water District (MCWD) for the Mono County Civic Center substantially in the form shown in the attached documents.

Kreitz moved; Gardner seconded

Vote: 5 yes, 0 no

M20-121

Adopted Resolution R20-59, Authorizing the Public Works Director to accept and record a quitclaim deed that will relinquish and eliminate a 15-foot wide portion of a MCWD waterline easement over the Mono County Civic Center property that was previously granted to MCWD by the Southern Mono Healthcare District but is no longer needed by MCWD.

Kreitz moved; Gardner seconded

Vote: 5 yes, 0 no

R20-59

I. Mono County Statement of Investment Policy

Departments: Finance

This is a request for a minor revision to the Mono County Statement of Investment Policy increasing the Local Area Investment Fund (LAIF) investment maximum balance from \$65 million to \$75 million. Change is necessary to accommodate the anticipated receipt of MUSD general obligation bond

Note:

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

proceeds of \$27 million later in June 2020 into the Mono County Investment Pool.

Action: Approved the Mono County Statement of Investment Policy, as presented.

Kreitz moved; Gardner seconded

Vote: 5 yes, 0 no

M20-122

J. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 4/30/2020.

Action: Approved the Treasury Transaction Report for the month ending 4/30/2020.

Kreitz moved; Gardner seconded

Vote: 5 yes, 0 no

M20-123

6. CORRESPONDENCE RECEIVED

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

The Board acknowledged receipt of the correspondence.

A. Friends of the Inyo Comments on Draft Groundwater Sustainability Plan for Indian Wells Valley Groundwater Basin

Friends of the Inyo (FOI) comments on the draft Groundwater Sustainability Plan for Indian Wells Valley Groundwater Basin.

Supervisor Stump:

- Asked FOI to send to Long Valley Groundwater Authority.

B. Letter to Board re: Mono County Law Enforcement Policies, Training, and Budget

A letter from Claire Landowski regarding law enforcement policies, training, and budget in Mono County, including a recent social media post, and a list of suggestions she hopes to be considered.

Supervisor Corless:

- Scheduling an item next week on the topic.

Sheriff Braun:

- Eightcantwait.org – proposed changes
- Post on Facebook. Noteworthy or out of the ordinary arrests.

Note:

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

Supervisor Stump:

- Asked Chief Davis (TOML) to join. Sheriff Braun confirmed she will also invite CHP Commander.

Supervisor Gardner:

- Wants to discuss economic inequality when the item is discussed at the next Board meeting.

7. REGULAR AGENDA - MORNING

A. First 5 FY 2018-19 Evaluation Report

Departments: First 5

(Molly DesBaillets, Executive Director) - Evaluation of services provided to families and children prenatal to five years old in Mono County for Fiscal Year 2018-19.

Action: None.

Molly Desbaillets:

- Introduced item.

Break: 10:43 AM

Reconvene: 10:55 AM

B. COVID-19 (Coronavirus) Update

Departments: CAO

(Bob Lawton, CAO) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health. Specific topics include, but are not limited to: (1) Public Health Update; (2) Update and discussion regarding campgrounds and lodging. (3) Recreation.

Action: None.

Bryan Wheeler, Public Health Nurse:

- Testing update.

Grant Oepkes:

- Asked about the confidentiality of test results.

Bob Lawton:

- Provided update of what will be opening in the unincorporated part of the county.

Gordon Martin, Inyo National Forest District Ranger:

- Hoping to make an announcement this afternoon about what will open.

Jan Cutts, HT DR

- Permit holders were given COVID guidance issued by the state and instructed to develop response and submit to the Forest Service. Once reviewed and received and approved, permit holders will be allowed to open.

Note:

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

Public Comment:

Dirk
Grant Oepkes
Janet Hunt
Ron Day
Jennifer Roeser

C. Loan Agreement with Affordable Housing Alliance II, Inc. (dba Integrity Housing) for Development of Permanent Supportive/Affordable Housing Project

Departments: Behavioral Health

(Amanda Greenberg) - Presentation Regarding and Approval of Predevelopment Loan Agreement with Affordable Housing Alliance II, Inc. (dba Integrity Housing) for Development of Permanent Supportive and Affordable Housing Project

Action: Approved, and authorized the County Administrative Officer to execute, in conjunction with the Mono County Counsel's Office and the Mono County Risk Manager, a loan agreement substantially in the same form and that the agreement include a term and condition restricting the disbursement of loan funds on the County's selection of a feasible site.

Kreitz moved; Peters seconded

Vote: 5 yes, 0 no

M20-124

Amanda Greenberg, Behavioral Health

- Introduced item.

Jason Canger, Assistant County Counsel

Moved to item 7e.

D. Confirmation of Public Hearing Date and Location for Tioga Inn Specific Plan Amendment #3 and Final Subsequent Environmental Impact Report (FSEIR)

Departments: Community Development

(Wendy Sugimura) - Determination of dates and location for the Tioga Inn Specific Plan Amendment #3 and Final Subsequent Environmental Impact Report public hearing before the Board of Supervisors.

Action: None.

Wendy Sugimura, Community Development Director:

- Tioga Inn meetings will be held June 29 and June 30.

Moved to item 8.

E. Employment Agreement - Robert (Bob) Lawton

Note:

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

Departments: Board of Supervisors

Proposed resolution approving a contract with Bob Lawton as County Administrative Officer and prescribing the compensation, appointment and conditions of said employment.

Action: Announce Fiscal Impact. Approve Resolution #R20-60, approving a contract with Robert Lawton as County Administrative Officer and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Kreitz moved; Gardner seconded

Vote: 5 yes, 0 no

R20-60

Stacey Simon:

- Introduced item.

Fiscal impact announced by Chair Corless.
Moved to item 7d.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None

Closed Session: 12:35 PM
Reconvene: 2:55 PM

Nothing to report out of Closed Session.

9. CLOSED SESSION

A. Closed Session - Human Resources

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

B. Closed Session - Public Employment

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

C. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case:

Note:

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

County of Mono and Sierra Club v. Los Angeles Dept. of Water and Power et al.
(Alameda Superior Court Case No. RG18923377).

D. Closed Session - Initiation of Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

10. BOARD MEMBER REPORTS

Supervisor Corless:

- May 27: CSAC committee meetings, Yosemite Gateway Area Coordination Team
- May 28: CalRec Vision partnership--statewide focus on aligning sustainable recreation efforts.
- 6/1 Eastern Sierra Sustainable Recreation Partnership
- 6/4: Sierra Nevada Conservancy Board Meeting (funding approved for Buckeye Hotsprings project), Wildlife Stewardship Team/395 wildlife crossing meeting--Caltrans reapplying for Prop 68 funding, looking for other funding
- 6/8: Forest Health Task Force meetings; YARTS--service will start 6/22 with reduced capacity.
- Behavioral Health Advisory Board meeting

Supervisor Gardner:

- Wednesday evening May 27 I participated in a June Lake Chamber of Commerce meeting. I provided information on the County's COVID-19 reopening status and listened to comments from the Chamber Board.
- Monday June 1 Chair Corless and I participated in a meeting of the Eastern Sierra Sustainable Partnership. There were COVID-19 updates from all the member agencies including the status of closures and openings. We also heard that the ESSRP effort with the Inyo National Forest to obtain a \$150,000 grant for planning improvements to campground infrastructure was approved.
- On Wednesday June 3 I participated in the meeting of the June Lake Citizens Advisory Committee. Most of the meeting was consumed with an update about the status of COVID-19.
- Yesterday Chair Corless and I participated in a meeting of the YARTS Board of Directors. The Board approved staff recommendations to initiate bus service using limited capacity and routes but adjusting as ridership demand increases. We also heard Yosemite will open on a limited reservation basis this Thursday June 11, and the Tioga Road will open next Monday, June 15.

Supervisor Kreitz:

- I attended the quarterly Treasury Oversight Committee on May, 26th.
- On May 27th I participated in the CSAC Housing and Transportation Committee meeting. We received an update on transportation funding and Housing bills moving through both the state senate and the assembly.
- Later that day I attended the MLH Housing Programs and Development Committee meeting where we discussed ADU development within the Town and the County.

Note:

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

MLH applied for CalHome funding in the spring and the states scoring of that application looks promising - this application includes \$500,000 for the creation of ADUs in Inyo, Mono, and Alpine counties.

- On June 1st, I attended the Continuum of Care Point in Time Count subcommittee meeting. The committee discussed the 2020 count outcomes and the use of an app in this year's count and its use in the future year's count and the cost of that app. The 2020 count was down about 15% from last year. A press release will be out shortly. It was noted that roughly 64% of our region's homeless live in their cars. I'd like to have the CoC provide an update to the board on the Count at an upcoming meeting.
- In the evening of June, 1, I attended the MLH Board meeting. The Diversity, Equity, & Inclusion committee arranged for a presentation from Jose Gonzalez. For me, the presentation shed light on language and concepts that I hadn't fully grasped before, such as the difference between equality and equity. The Board adopted the 2020-2021 fiscal year budget.
- June 8th was the monthly Mono County Local Transportation Commission meeting. ESTA announced they plan to begin services in the Lakes Basin beginning June 15th with trolley and bike shuttle options. ESTA is also working with the Town on new stops to service the County's new Civic Center. The Commission held a public hearing and approved a resolution to address unmet transit needs. The ESTA Board will consider the recommendation to move the Walker community dial a ride services on Tuesdays to a southern route into Mammoth stopping along the communities including June Lake.

Supervisor Peters:

- No report.

Supervisor Stump:

- 5-26: Attended the CSA 1 meeting = Budget submitted to the County - Permission given for Community Gardening beds to be used with mitigations
- 5-28 : Attended the Eastern Sierra Area Agency on Aging - Draft four year plan reviewed, Inyo County BOS approves - Agency staff reported that Covid has made the problems of isolation and poverty worse for the senior population, especially in the rural areas of both Counties. Both Counties seeing a big jump in home delivered meals since all senior centers are closed with no potential reopening date. Staff doing their best to do outreach to check on at least the most vulnerable - The budget had to include several assumptions due to uncertainty. Some relief funding will be made available but there remains some uncertainty as to restrictions on the use of those funds. The team seems committed to doing all possible to meet the needs in both Counties.
- 5-28: Attended the Local Agency Formation Commission - Draft budget was approved for the upcoming year, final budget hearing next meeting - Only outstanding LAFCO issue is a boundary modification for the Wheeler Crest Community Services District.
- 5-28: Attended a community virtual meeting in Crowley - Lots of Covid related questions
- 6-1: Attended Board Covid Plan Briefing
- 6-8: Attended the Local Transportation Commission Meeting - Approved Budgets for

Note:

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the Local Transportation Fund and State Transit Assistance - Public Hearing on Unmet Transit needs and approved resolution certifying this year's reasonable to meet needs. Those are weekly service to Mammoth from both Lee Vining and June Lake - Overall Work Program also approved.

Returned to urgency item.

**ADJOURNED at 3:50 PM.
ATTEST**

**STACY CORLESS
CHAIR OF THE BOARD**

**SCHEEREEN DEDMAN
SR. DEPUTY CLERK OF THE BOARD**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 11, 2020

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes - June 16, 2020

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of the Board minutes of the Regular Board meeting of June 16, 2020.

RECOMMENDED ACTION:

Approve the Board minutes of the Regular Board meeting of June 16, 2020.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
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| 6-16-2020 DRAFT Minutes |

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 8/6/2020 1:53 PM | County Administrative Office | Yes |
| 8/5/2020 10:17 AM | County Counsel | Yes |
| 7/27/2020 11:22 AM | Finance | Yes |



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

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

**Regular Meeting
June 16, 2020**

| | |
|----------------------|--------------------------|
| Flash Drive | No Recorder |
| Minute Orders | M20-125 – M20-129 |
| Resolutions | R20-61 – R20-65 |
| Ordinance | ORD20-07 Not Used |

9:01 AM Meeting Called to Order by Chair Corless.

Supervisors Present: Corless, Gardner, Kreitz, Peters, and Stump (all attended via teleconference).

Supervisors Absent: None.

All votes were conducted by roll call.

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

Pledge of Allegiance led by Supervisor Peters.

Supervisor Stump:

- Albert Einstein - "Everyone is a genius but if you judge a fish by its ability to climb a tree, it will spend it's whole life thinking it is stupid."

Supervisor Corless:

- James Baldwin: "Not everything that is faced can be changed, but nothing can be changed until it is faced."

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

Note:

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

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

Bob Lawton, CAO:

- Covid related activities are starting to taper with the county opening. Will remain vigilant and engaged.
- Following Financing and State's Budget process. Departments are looking on impacts on their operations.
- CARES Act relief.
- Re-entry plan for employees coming back to work, both in new facility and in Bridgeport.
- Had a successful community meeting next week.
- Working with the Finance department getting ready for the budget process.

4. DEPARTMENT/COMMISSION REPORTS

Shannon Kendall, Clerk Recorder Registrar:

- Helen Nunn left, promoting Scheereen Dedman, will be filling Assistant Clerk position.
- Elections legislation updated.

5. CONSENT AGENDA

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

A. Board Minutes - May 12, 2020

Departments: Clerk of the Board

Approval of the Board Minutes of the Regular meeting on May 12, 2020.

Action: Approve the Board Minutes of the Regular meeting on May 12, 2020, as amended.

Stump moved; Kreitz seconded

Vote: 5 yes, 0 no

M20-125

Supervisor Stump:

- On page one, the quote he read should say "your front door" not "you front door" at the beginning.

B. Board Minutes - May 19, 2020 Regular

Departments: Clerk of the Board

Approval of the Board Minutes of the Board of Supervisors Regular meeting on May 19, 2020.

Action: Approve Board Minutes of the Board of Supervisors Regular meeting on May 19, 2020.

Kreitz moved; Gardner Seconded

Vote: 5 yes, 0 no

M20-126

Note:

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

C. Board Minutes - May 19, 2020 Special

Departments: Clerk of the Board

Approval of Board Minutes of the Board of Supervisors Special Meeting on May 19, 2020.

Action: Approve Board Minutes of the Board of Supervisors Special Meeting on May 19, 2020.

Kreitz moved; Gardner seconded

Vote: 5 yes, 0 no

M20-127

D. Recommended Budget as the Temporary Budget for FY 2020-2021

Departments: CAO, Finance

Adopt resolution approving a recommended budget as the temporary budget for Fiscal Year 2020-2021 to spend until budget hearings are held and the Board adopts the final budget for the coming fiscal year.

Action: Adopt proposed resolution R20-61, Approving the recommended budget as the temporary budget until Fiscal Year 2020-2021 budget is adopted, including appropriations of \$77,932,760.

Kreitz moved; Gardner seconded

Vote: 5 yes, 0 no

R20-61

E. Amendment of CSAC Excess Insurance Authority Joint Powers Agreement

Departments: Risk Management

The JPA amendment summary: CSAC Excess Insurance Authority (EIA) is proposing to change its name to Public Risk Innovation, Solutions, and Management (otherwise known as PRISM). Remove the provision that county members must maintain their membership in CSAC. Update the JPA agreement to coincide with current practices and the future vision of the organization.

Action: Adopt the proposed resolution R20-62, To amend the CSAC Excess Insurance Authority Joint Powers Agreement. Authorize the County's primary and alternate Board Member, the CAO and Risk Manager respectively, to execute the amended Joint Powers Agreement.

Kreitz moved; Gardner seconded

Vote: 5 yes, 0 no

R20-62

F. County Surveyor Services Agreement

Departments: Public Works

Note:

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

Agreement with Lumos & Associates for County Surveying Services and Work.

Action: Authorize the Mono County Public Works Director (in consultation with County Counsel) to execute a professional services agreement with Lumos & Associates of Carson City, NV to perform county surveyor services and work.

Kreitz moved; Gardner seconded

Vote: 5 yes, 0 no

M20-128

G. Environmental Health Authority to Execute LEA Grants

Departments: Public Health Department

Proposed Resolution Authorizing Submittal and Signature Authority to Execute Local Enforcement Agency (LEA) Grant Program Application for EA 31 Cycle and Subsequent EA Grant Cycles from July 1, 2020 to June 30, 2025

Action: Adopt proposed resolution R20-65, authorizing the Environmental or Public Health Director to submit LEA grant applications, execute agreements, amendments, requests for payment and all grant documents necessary to secure grant funds and implement the approved Grant Project (Signature Authority) and to retain Signature Authority for a period of 5 years.

Kreitz moved; Gardner seconded

Vote: 5 yes, 0 no

R20-65

H. Megabyte Contract Renewal

Departments: Finance/Assessor

Proposed contract with Megabyte Systems, Inc. pertaining to software maintenance agreement for FY 2020-21.

Action: Approve and authorize board chair signature on proposed contract and addendum with Megabyte Systems, Inc. for software maintenance and web services pertaining to the County property tax system not to exceed \$132,506.24.

Kreitz moved; Gardner seconded

Vote: 5 yes, 0 no

M20-129

I. Renewal/Extension of Solid Waste Program Fees

Departments: Public Works Department - Solid Waste Division

Approval of resolution adopting annual schedule of parcel fees to be imposed in the County and the Town of Mammoth Lakes (Town) for solid waste services and amendment to agreement with the Town for the imposition and collection of those parcels fees in the incorporated area of the Town.

Action: Approve Resolution No. R20-63, Extending and Re-Establishing the

Note:

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

Mono County Solid Waste Fee Program for Fiscal Year 2020-2021; and
(2) Review, approve, and authorize the County Administrative Officer to execute the First Amendment to the Solid Waste Fee Agreement with the Town of Mammoth Lakes for Fiscal Years 2015-2016 Through Fiscal Year 2019-2020. The amendment extends the term through June 30, 2022.

Kreitz moved; Gardner seconded

Vote: 5 yes, 0 no

R20-63

6. CORRESPONDENCE RECEIVED

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

The Board acknowledged receipt of the correspondence.

A. SCE Lee Vining Hydroelectric Project Relicense Process Notice

A notice from Southern California Edison advising of the Lee Vining Hydroelectric Project (FERC Project no. 1388) intent to relicense and the process, which can be found at www.sce.com/leevining.

Sup Kreitz

Asked for clarification of the project.

B. SCE Response to Board Letter re: Vegetation Management in the June Lake

A letter from Southern California Edison in response to the June 9, 2020 letter from the Mono County Board of Supervisors regarding SCE's vegetation management in the June Lake area.

Sup Gardner:

6 pm tonight opportunity to participate in community forum.

Progress – SCE has been in touch with residents in regards to hearing residents' concerns.

C. Governor's Proclamation of the General Election

A proclamation by the Governor of the State of California that the General Election will be held throughout the state on Tuesday, November 3, 2020.

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

Departments: CAO

(Bob Lawton, CAO) - Update on Countywide response and planning related to

Note:

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the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health. Specific topics include, but are not limited to: (1) Recreation, including updates on the status of facilities on federal lands; (2) Returning to in-person Board meetings.

Action: None.

Bob Lawton:

- Introduced item.
- Pass opened.

Bryan Wheeler, Public Health Nurse:

- Testing update.

Frank Frievalt, EOC Chief:

- Emergency operations update.

Public Comment:

Rhonda Duggan

Ron Day

- Board discussion of resuming “in-person meetings”
- Not the first county to return to in person meetings.
- Limited to the regularly scheduled meetings.

Break: 10:51 AM

Reconvene: 11:01 AM

B. Public Safety Power Shutoff - County/Town Response Efforts

Departments: Information Technology; Sheriff

(Nate Greenberg) - Mono County has partnered with the Town of Mammoth Lakes to establish a small task force aimed at ensuring adequate messaging and safety considerations are in place for Public Safety Power Shutoff (PSPS) events. This agenda item will provide an overview of how the County and Town are preparing for and responding to PSPS events initiated by either Southern California Edison (SCE) or Liberty Power.

Action: None.

Nate Greenberg, IT Director:

- Introduced item.

Eric Miller, GIS Analyst:

- Showed website.

C. Countywide Power Outage Continuity Plans

Departments: Public Works

(Joe Blanchard, Facilities Superintendent / Tony Dublino, Director of Public

Note:

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

Works) - Presentation of the Electrical Supply Interruption Continuity Plan that has been developed in response to Public Safety Power Shutoffs within Mono County. The plan details the county's current generator supply, future needs, and prioritizes these needs with a timeline for completion.

Action: None.

Joe Blanchard, Facilities Superintendent:

- Introduced item.

D. Civic Center Update

(Tony Dublino, Director of Public Works; Nate Greenberg, IT Director) - Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition from other Mammoth locations into the Civic Center as of June 1, 2020.

Action: None.

Tony Dublino, Public Works Director:

Introduced item.

Nate Greenberg

E. Employment Agreement with Tobias Hasler

Departments: District Attorney

(Tim Kendall) - Proposed resolution approving a contract with Tobias Hasler as Deputy District Attorney III and prescribing the compensation, appointment, and conditions of said employment.

Action: Announce fiscal impact. Adopt Resolution R20-64, Approving a contract with Tobias Hasler as Deputy District Attorney III, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost for this position for the remainder of FY 2019-2020 (June 16 to June 30th) is approximately \$7,923 of which \$4,895 is salary and \$3,028 is the cost of the benefits, and there is sufficient budget. Total cost for a full fiscal year (2020-2021) would be \$190,158 of which \$117,480 is annual salary and \$72,678 is the cost of the benefits, and will be included in the CAO's recommended budget.

Gardner moved; Peters seconded

Vote: 5 yes, 0 no

R20-64

Tim Kendall, District Attorney:

- Introduced item.

Janet Dutcher, Finance Director:

- Corrected Fiscal Impact to show \$72,678 for cost of the benefits.

Note:

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Fiscal impact announced by Chair Corless.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

9. CLOSED SESSION

Closed Session: 12:09 PM

Reconvene: 1:17 PM

Nothing to report out of Closed Session.

A. Closed Session - Human Resources

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

B. Closed Session - Public Employment

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

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.

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

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. REGULAR AGENDA - AFTERNOON

A. Law Enforcement Update

Departments: Sheriff

(Sheriff Ingrid Braun) - In response to recent national events, a presentation by Sheriff Ingrid Braun regarding law enforcement in Mono County.

Action: None, informational only.

Note:

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

Sheriff Braun:

- Introduced item, including public safety partners.
- Joined by Chief All Davis, Town of Mammoth Lakes Police Department.

Public Comment:

Claire Landowski
Rose Nelson

12. BOARD MEMBER REPORTS

Supervisor Corless:

- NACo Public Lands Steering Committee Call. In lieu of an annual conference, there will be an extended call next Month. Keeping an eye on Great American Outdoors Act.
- Last Thursday, participated in the CalRec Vision Advisory Committee meeting.
- Wednesday evening, participated in Community Conversation. Featured presentation from Dr. Beth Cohen.
- Attended Eastern Sierra Council of Governments (ESCOG) meeting. Public scoping notice out for new trails in Mammoth Lakes Basin. Solitude Canyon and Sherwin's areas. Can visit the Mammoth Lakes Recreation website to get more information. Comments due by July 8.

Supervisor Gardner:

- Last Wednesday June 10 I participated in the Mono Basin RPAC meeting. Topics discussed included the Lee Vining SCE Substation project, pedestrian connectivity in Lee Vining, COVID-19 status, and the possible relocation of the Lee Vining Road Shop.
- On June 10 I also participated in a NACO Public Lands Steering Committee conference call. Topics included the status of PILT and SRS funds, the Great Outdoors Act, which contains substantial funding for deferred maintenance projects in US public lands agencies and has since passed the Senate, and possible future COVID-19 relief funds for counties.
- On Friday June 12 I participated in an ESCOG meeting. Topics included the status of various COVID-19 reopening activities, current Eastern Sierra Sustainable Recreation Partnership grants and programs, and the status of the Bishop Airport.
- Also, on Friday I participated in an ESTA meeting. Topics included regular financial and operations updates and approval of a tentative budget for FY 2020-2021.
- Finally, I have been working with SCE representatives to set up meetings with various June Lake residents about the SCE vegetation management program, which includes the removal and trimming of many trees.
- ESCOG meeting, Inyo mentioned that it is not likely that their airport will be ready this fall, November as previously stated.

Supervisor Kreitz:

- Wednesday, June 10th I attended the Census Committee meeting. Mono County's self reporting is now at 14.9% and 8.9% for Mammoth Lakes. Census workers will be in the Mammoth Lakes area this weekend and are in the County now.
- Thursday, June 11th, I participated in the Community Correction Partnership (CCP) Writing Sub-group. We reviewed the what was the last draft for our review and will now go to the CCP Executive Team.

Note:

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

- On Friday, June 12, I attended the Eastern Sierra Transit Authority (ESTA) Board meeting. We looked at the budget, cancellation of the 2020 summer Reds Meadow shuttle was confirmed and the board approved switching the Walker Dial a Ride on Tuesdays to a Walker to Mammoth Road, stopping along the way in Bridgeport, Lee Vining, and June Lake.

Supervisor Peters:

- Murphy's Fire Update.

Supervisor Stump:

- Between the last meeting and 6-12 many communications around business opening.
- 6- 15 - Phone conference call with the Wheeler Crest Fire Safe Council about fuel reduction, water storage, and escape route issues.

ADJOURNED at

ATTEST

**STACY CORLESS
CHAIR OF THE BOARD**

**SCHEEREN DEDMAN
SR. DEPUTY CLERK OF THE BOARD**

Note:

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 11, 2020

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes - June 29, 2020

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of the Board minutes of the Special Board meeting of June 29, 2020.

RECOMMENDED ACTION:

Approve the Board minutes of the Special Board meeting of June 29, 2020.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[6-29-2020 Draft Special Minutes](#)

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 8/6/2020 1:53 PM | County Administrative Office | Yes |
| 8/5/2020 10:18 AM | County Counsel | Yes |
| 7/27/2020 11:23 AM | Finance | Yes |



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

MEETING LOCATION Mammoth Lakes Suite Z, 437 Old Mammoth Rd, Suite Z, Mammoth Lakes,
CA 93546

**Special Meeting
June 29, 2020**

| | |
|----------------------|--------------------------|
| Flash Drive | Portable Recorder |
| Minute Orders | M20-130 Not Used |
| Resolutions | R20-66 Not Used |
| Ordinance | ORD20-07 Not Used |

9:00 AM Meeting Called to Order by Chair Corless.

Supervisors Present: Gardner, Kreitz, Peters (attended via teleconference), and Stump (attended via teleconference).

Supervisors Absent: Chair Corless.

All votes were conducted by roll call.

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

Pledge of Allegiance led by Supervisor Corless.

1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. AGENDA ITEMS

A. PUBLIC HEARING: Tioga Inn Specific Plan Amendment #3 (Project) and Final Subsequent Environmental Impact Report (SEIR)

Departments: Community Development Department

(Gerry LeFrancois, Sandra Bauer, Wendy Sugimura) - Consider the Tioga Inn Specific Plan Amendment and Final Subsequent Environmental Impact Report to amend the 1993 Tioga Inn Specific Plan located at 22, 133, and 254 Vista Point Road and consisting of four parcels (APN 021-080-014, -025, -026 & -027). The entitlements approved in 1993 remain intact and approved

Note:

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

regardless of the outcome of the currently proposed project. The current Specific Plan Amendment proposes up to 150 new workforce housing bedrooms in up to 100 new units, a third gas-pump island and overhead canopy, additional parking to accommodate on-site guest vehicles as well as a general-use park-and-ride facility and bus parking for Yosemite transit vehicles, a new package wastewater treatment system tied to a new subsurface drip irrigation system, replacement of the existing water storage tank with a new tank of the same size in the same area, a new 30,000-gallon on-site propane tank (eventually replacing the existing five on-site tanks), modification to the boundaries and acreage of designated open space, and modification of parcel boundaries.

Action: None.

Option 1: Approve the Project

Make the findings set forth below and adopt proposed Resolution: 1) certifying the Final Subsequent Environmental Impact Report, making required findings and adopting a Statement of Overriding Considerations; 2) adopting the Mitigation Monitoring and Reporting Program (MMRP); and 3) approving Alternative #6 of the Tioga Inn Specific Plan Amendment #3.

Findings:

A. The Mono County Board of Supervisors finds that the Tioga Community Housing Project FSEIR has been prepared for the Tioga Inn Specific Plan Amendment #3 in compliance with CEQA and that the FSEIR reflects the County's independent judgment and analysis. The Board of Supervisors further finds that the FSEIR has been presented to, and reviewed by, both the Board and Planning Commission and is adequate and complete for consideration of a decision on the merits of Tioga Inn Specific Plan Amendment #3, and for making the findings for a Statement of Overriding Considerations as set forth in Exhibit A of the proposed Resolution.

B. Having reviewed and considered all information and evidence presented to it including public testimony, written comments, the FSEIR, staff reports, and presentations, the Mono County Board of Supervisors finds, as set forth in Section Three of the proposed Resolution that:

1. The proposed changes to the Tioga Inn Specific Plan are consistent with the text and maps of the General Plan,
2. The proposed changes to the Tioga Inn Specific Plan are consistent with the goals and policies contained within any applicable area plan,
3. The site of proposed change in the specific plan is suitable for any of the land uses permitted within the proposed specific plan,
4. The proposed changes to the Tioga Inn Specific Plan are reasonable and beneficial at this time, and
5. The proposed changes to the Tioga Inn Specific Plan will not have a substantial adverse effect on surrounding properties.

Option 2: Do not Approve the Project

Note:

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

If the Board of Supervisors determines that one or more of the unavoidable adverse environmental effects identified in the EIR are not outweighed by specific economic, legal, social, technological, or other benefits of the Project, then it would not adopt a Statement of Overriding Considerations for the Project and would not adopt the proposed Resolution. Instead, the Board should specify which (or all) unavoidable adverse effects it finds to be unacceptable (i.e., not outweighed by the Project's benefits) and articulate its reasoning.

If the Board is additionally unable to make one of the findings listed in subsection B above, then it must articulate which (or all) of those finding(s) cannot be made and explain its reasoning. (If the Board determines to make this finding, staff may ask for a short recess to develop appropriate language.)

Option 3: Approve the Project with Modifications

If the Board identifies feasible mitigation measures, or alternative(s) to the Project or any of its components, that will mitigate one or more of the Project's significant adverse environmental effects, then it must make the following findings and may then make required findings, certify the FSEIR and adopt the Statement of Overriding Considerations and MMRP, as modified, and approve Alternative #6 of the Project with modifications, or another Alternative as presented or with modifications :

- A. The mitigation measure/project alternative will mitigate one or more significant impacts of the Project (specify impact(s) mitigated and how mitigated, based on information in the record);
- B. If the mitigation measure/project alternative involves a reduction in housing density, there is no other feasible specific mitigation measure or project alternative available that will provide a comparable level of mitigation; and
- C. Make all findings listed under Option 1, with necessary revisions to reflect changes to the Project to be listed in Section Two of the proposed Resolution.

(If the Board determines to modify the Project, Staff may ask for a short recess or continuance to develop appropriate language).

Supervisor Corless:

- Recused herself based on opinion from the California Fair Political Practice Committee.

Vice-Chair Kreitz:

- Resumed chairing the meeting.
- Reviewed procedure for the day's meeting.

Stacey Simon, County Counsel:

- Insecurity of the Zoom platform, "Zoom Bombing" is what is being referred to when discussing terminating comments / the Webinar.

Supervisors announced the external conversations they had regarding the subject of the Public Hearing.

Wendy Sugimura, Community Development Director:

- Went through PowerPoint presentation (available in additional documents).

Gerry Le Francois, Planning Analyst:

Note:

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

- Continued presentation.

Sandra Bauer, CEQA Consultant:

- Continued presentation.

Break: 10:09 AM

Reconvene: 10:18 AM

Sandra Bauer:

- Continued the presentation.

Stacey Simon:

- Clarified a point about CEQA that Sandra made.

Board asked questions.

Break: 12:52 PM

Reconvene: 1:20 PM

Gerry LeFrancois:

- Clarified that the slide of “Daytime Photo: Housing Are from South Tufa” – magnified to 400 mm. Vision is 18 mm.

Public hearing opened: 1:21 PM

Dennis Domaille, Applicant

Public Comments:

Heidi Torix, Eastern Sierra Unified School District Superintendent
Caelen McQuilkin
Ellery McQuilkin
Etta Gold
Geoff McQuilkin
Jora Fogg
Nora Livingston
Maureen McGlinchy
Bartsche Miller
Paul McFarland
Grace Anderson
Duncan King
Santiago Escruceria
Rose Nelson

Break: 2:52 PM

Reconvene: 3:39 PM

Winter King
Aaron Stanton
Barry McPherson
Susan McCarthy
Elin Ljung
Will Hamaan
Stephen Cunha
Nathan Taylor

Note:

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

DRAFT SPECIAL MEETING MINUTES

June 29, 2020

Page 5 of 6

Sarah Taylor
Tony Taylor
Sherryl Taylor
Robert DiPaulo
David Carle
Margaret Eissler
Lisa Cutting
Arya Harp
Ellen King
Margaret Burba
Erin Wilson
Manuel Santillan
Janet Carle
Lynn Boulton
Chris
Jeff Wyneken
Lily
Deanna Dulen
Greg Reis
Ryan Carle
Dick Bunce
Bob Sitze
Marissa Leonard
John Ljung
Ava Stavros
Bonnie Andrews
Dave Marquart
Paul Rudder
Jeff Sullivan
Barbara Rivenes

Written comments available in additional documents.

Break: 5:20 PM

Reconvene: 5:28 PM

Dennis Domaille:

- Showed a video.

Public hearing closed: 6:11 PM

Adjourned meeting until next day June 30, 2020, 9:00 AM.

Reconvene: 9:10 AM

Wendy Sugimura:

- Recapped the prior day's events.
- Topics of deliberations (available as an additional document).

Sandra Bauer:

- Displayed proposal of changes. (available as additional documents)

Break: 11:29 AM

Reconvene: 11:36 AM

Note:

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

Board continued deliberations

Break: 1:12 PM

Reconvene: 1:34 PM

Supervisor Gardner

- Made a motion for Option 2 - Deny the project.

NO SECOND

Supervisor Kreitz:

- Called for a motion to approve Option 1 – Approving the project.

NO MOTION

Supervisor Stump:

- Requested that the item to come back to the Board.

Wendy Sugimura:

- Asked for direction on the rest of the items.

Continued discussions of Option 3.

Break: 2:54 PM

Reconvene: 3:03 PM

Board direction to have new meeting.

July 20, 2020, 9 AM.

Meeting rescheduled to August 6, 2020.

ADJOURNED at 3:15 PM

ATTEST

STACY CORLESS
CHAIR OF THE BOARD

SCHEEREEN DEDMAN
SR. DEPUTY CLERK OF THE BOARD



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 11, 2020

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes - July 7, 2020

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of the Board minutes of the Regular Board meeting of July 7, 2020.

RECOMMENDED ACTION:

Approve the Board minutes of the Regular Board meeting of July 7, 2020.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|--|
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| 7-7-2020 DRAFT Minutes |

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 8/6/2020 1:53 PM | County Administrative Office | Yes |
| 8/6/2020 11:22 AM | County Counsel | Yes |
| 7/27/2020 11:23 AM | Finance | Yes |



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

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

**Regular Meeting
July 7, 2020**

| | |
|----------------------|--------------------------|
| Flash Drive | Portable Recorder |
| Minute Orders | M20-130 – M20-134 |
| Resolutions | R20-66 – R20-72 |
| Ordinance | ORD20-07 Not Used |

9:02 AM Meeting Called to Order by Chair Corless.

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

All votes were conducted by roll call.

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

Pledge of Allegiance led by Supervisor Gardner.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Ann Tozier:

- SCE tree cutting.

Doris Reilly:

- SCE Tree cutting.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

Note:

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

CAO Report regarding Board Assignments

Bob Lawton, CAO:

- Departmental budget meetings.
- Strategic Plan.
- Transition plan for the new Civic Center.

4. DEPARTMENT/COMMISSION REPORTS

Tony Dublino, Public Works Director:

- Civic Center update.

Sheriff Ingrid Braun:

- Holiday weekend update.

Robin Roberts, Behavioral Health Director:

- Kutzadika Days rescheduled to July 2021.
- Implicit Bias training for Board/ Staff, and Community. Have developed a committee. Run through Behavioral Health Cultural Outreach Committee.
- Coping with Covid Community meeting tomorrow, Wednesday, July 8, 5:30 PM.

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. 2019-2020 Mono County Child Care Council Zip Code Priorities

Departments: Mono County Child Care Council (MCCCC)

The purpose of the Zip Code Priorities is to identify local funding priority areas for state and federal funds for General Child Care and Development Programs and the State Preschool Program.

Action: Approve the MCCCC 2019-2020 Zip Code Priorities, and authorize Board Chair to sign.

Kreitz moved; Stump seconded

Vote: 5 yes, 0 no

M20-130

Supervisor Kreitz:

- Asked for more information on the topic.
- Asked that Courtney return with Molly DesBaillet of First Five, and IMACA, to have a discussion about child care in Mono County -"Children Summit."

Courtney Powell, Program Coordinator:

- Introduced item.
- IMACA lost Head Start funding.

B. Allocation List Amendment - County Counsel

Departments: Human Resources, County Counsel

Note:

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

Proposed resolution amending the County of Mono List of Allocated Positions to eliminate the position of Deputy County Counsel III in the Office of County Counsel and add the position of Deputy County Counsel III/Assistant County Counsel.

Action: Adopt proposed resolution R20-___, Amending the County of Mono List of Allocated Positions to eliminate the position of Deputy County Counsel III in the Office of County Counsel and add the position of Deputy County Counsel III/Assistant County Counsel.

Kreitz moved; Peters seconded

Vote: 5 yes, 0 no

R20-66

C. Appointment to the Mono County Child Care Council

Departments: Mono County Child Care Council

Mono County Child Care Council seeks the appointment of Kelly Conboy by the Mono County Board of Supervisors for a two-year term beginning June 18, 2020 and terminating May 17, 2022.

Action: Appoint Kelly Conboy to a two-year term in the category of Discretionary Appointees from June 18, 2020 and terminating May 17, 2022.

Kreitz moved; Peters seconded

Vote: 5 yes, 0 no

M20-131

D. FY 2019-20 County Audit Engagement Letter

Departments: Finance

This audit engagement letter between the County of Mono and the audit firm of Price Paige & Company, and subject to an existing contract for services entered into on August 1, 2018, establishes an understanding about the audit services to be performed and the responsibilities of each party.

Action: Approve Chair of the Board of Supervisors signature on the Fiscal Year 2019-2020 audit engagement letter between the County of Mono and the audit firm of Price Paige & Company.

Kreitz moved; Peters seconded

Vote: 5 yes, 0 no

M20-132

E. Medi-Cal County Inmate Program

Departments: Sheriff

Proposed contract #20-10228 with California Department of Health Care Services pertaining to participating in the Medi-Cal County Inmate Program (MCIP) for Fiscal Years (FY) 2020-2021, 2021-2022, and 2022-2023.

Action: Approve County entry into proposed contract number 20-10228 with the

Note:

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

California Department of Health Care Services for participation in the Medi-Cal County Inmate Program, total contract amount of \$237.08, and authorize Board Chair Stacy Corless to execute said contract on behalf of the County.

Kreitz moved; Peters seconded

Vote: 5 yes, 0 no

M20-133

F. Resolution Approving the Conditions for Receipt of 2020 Budget Act Funds

Departments: CAO, Finance

Proposed Resolution of the Mono County Board of Supervisors Approving the Conditions for Receipt of Budget Act 2020 Funds and Authorizing the County Administrative Officer to Sign Associated Certifications.

Action: Approve resolution R20-67, Approving the Conditions for Receipt of Budget Act 2020 Funds and Authorizing the County Administrative Officer to Sign Associated Certifications.

Kreitz moved; Peters seconded

Vote: 5 yes, 0 no

R20-67

G. Support Letter for Streamlining HCD Application and Award Process

Departments: Board of Supervisors

A letter to Assemblymember Tom Daly in support of Assembly Bill 434, which would streamline the Department of Housing and Community Development rental housing programs into a single application and award process, which could result in more affordable housing in California.

Action: Approve letter to Assemblymember Tom Daly in support of Assembly Bill 434, which would streamline the Department of Housing and Community Development rental housing programs into a single application and award process, and authorize Board Chair to sign.

Kreitz moved; Peters seconded

Vote: 5 yes, 0 no

M20-134

6. CORRESPONDENCE RECEIVED

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

The Board acknowledged receipt of the correspondence.

A. Notice of Intent to Vacate and Surrender Minaret Mall Subleased Premises

Note:

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

A letter to Daniel Holler, Town Manager of the Town of Mammoth Lakes, providing notice of the County of Mono's intent to vacate and surrender its subleased premises, including the Community Development, Information Technology, and Public Health departments spaces.

B. Dam Surveillance Cameras Installation for Eastern Operations Dams

A letter from the Federal Energy Regulatory Commission Office of Energy Projects Division of Dam Safety and Inspections to James A. Burkle, Director of Generation for Southern California Edison in response to a letter from Wayne Allen requesting to install cameras for remote monitoring and surveillance at Saddlebag and Tioga dams, Lundy Dam, and Bishop Intake 2 and Hillside Dam, which are parts of the Lee Vining Creek, Lundy, and Bishop Creek projects.

C. 2018 4th Independent Consultant's Safety Inspection Report for Tioga Main and Auxiliary Dams

A letter from the Federal Energy Regulatory Commission Office of Energy Projects Division of Dam Safety and Inspections to James A. Burkle, Director of Generation for Southern California Edison in response to a letter from Wayne Allen that submitted the 4th Independent Consultant's Safety Inspection Report for Tioga Main and Auxiliary Dams, which are part of the Lee Vining Creek Project.

D. CDFW Notice of Bacterial Outbreak at Hatcheries Temporarily Halting Fish Stocking

A press release from the California Department of Fish and Wildlife regarding a bacterial outbreak at some of their hatchery facilities. Two of the outbreaks are located at hatcheries that supply the Eastern Sierra with stocked trout.

Jeff Simpson, Economic Development Manager:

- Mono County Fish and Wildlife Commission met last week and had a CDFW representative discuss hopeful solutions.

Supervisor Peters:

- The official plan for this issue will be released soon.

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

Departments: CAO

(Bob Lawton, CAO) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center

Note:

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(JIC), and Public Health. Specific topics include, but are not limited to: (1) Paring down EOC activities.

Action: None.

Frank Frievalt, EOC Chief

Bob Lawton

Bryan Wheeler

Kathy Peterson

Lynda Salcido, New Interim-Public health Director

Break: 11:20 AM

Reconvene: 11:33 AM

B. EOC Financial Update

Departments: Finance

(Janet Dutcher) - Update about Emergency Operation Center (EOC) shared financial costs incurred through June 15, 2020 in response to the COVID-19 public health emergency.

Action: Receive information and provide direction, if desired.

Janet Dutcher, Finance Director:

- Introduced item.
- Went through presentation.

C. Resolution to Allow Expedited Approvals of Temporary Business Operations in Response to COVID-19 Restrictions

Departments: Community Development

(Bentley Regehr) - In response to restrictions due to COVID-19, Mono County Community Development has created a set of interim procedures to allow businesses to temporarily modify operations without additional permitting. Proposed changes that meet listed criteria would not require a modification to the existing permit or an application for a new permit. Interim changes would be valid through December 31, 2020, unless extended. Requests for permanent modifications would still require a use permit modification, if applicable.

Action: Proposed Resolution R20-68, Authorizing the Community Development Director to Allow Businesses to Make Temporary Modifications in Response to COVID-19 Without the Requirement to Obtain a Use Permit or Use Permit Modification.

Peters moved; Kreitz seconded

Vote: 5 yes, 0 no

R20-68

Bentley Regehr, Planning Analyst:

- Introduced item.

Wendy Sugimura, Community Development Director:

Note:

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D. Recommendations for November 3, 2020 General Election

Departments: Elections

(Shannon Kendall, Clerk - Recorder - Registrar) - Update on November 3, 2020 General Election - Changes to vote-by-mail and in-person voting requirements due to COVID-19 Pandemic.

Action: Authorize the Mono County Registrar of Voters to follow the requirements and guidelines set forth in Executive Orders N-64-20 and N-67-20 for the November 3, 2020 General Election as detailed in the staff report.

Shannon Kendall, Registrar:

- Introduced item.

Board consensus, plan okay with additional of adding machine to Bridgeport office.

E. Employment Agreement - Scheereen Dedman, Assistant Clerk-Recorder-Registrar

Departments: Clerk - Recorder - Registrar

(Shannon Kendall, Clerk - Recorder - Registrar) - Proposed resolution approving a contract with Scheereen Dedman as Assistant County Clerk - Recorder - Registrar, and prescribing the compensation, appointment and conditions of said employment.

Action: Chair Corless Announced fiscal impact. Approve R20-69, Approving a contract with Scheereen Dedman as Assistant Clerk /Recorder/Registrar of Voters for a term of three years from July 6, 2020 to July 5, 2023.

Fiscal Impact: The cost for this position for the remainder of FY 2020-2021 is approximately \$138,497 of which \$86,776 is salary and \$51,721 is the cost of the benefits.

Peters moved; Kreitz seconded

Vote: 5 yes, 0 no

R20-69

Shannon Kendall

- Introduced item.

F. Employment Agreement - Robin Roberts, Behavioral Health Director

Departments: Human Resources

(Dave Butters, Human Resources Director; Bob Lawton, CAO) - Proposed resolution approving a contract with Robin Roberts as Director of Behavioral Health, and prescribing the compensation, appointment and conditions of said employment.

Action: Announce Fiscal Impact. Adopt Resolution R20-70, Approving a contract with Robin Roberts as Director of Behavioral Health and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Total cost for the remainder of fiscal year (2020-2021) will be

Note:

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\$213,697 of which \$127,892 is annual salary, \$80,643 is the cost of benefits, and \$5,133 is a onetime cost for vacation buy down.

Stump moved; Gardner seconded

Vote: 5 yes, 0 no

R20-70

Bob Lawton:

- Introduced item.

G. Employment Agreement - Jason Canger, Deputy County Counsel

Departments: County Counsel

(Stacey Simon) - Proposed resolution approving a contract with Jason Canger as Deputy County Counsel III, (through September 30, 2020) and as Assistant County Counsel (commencing October 1, 2020, and for the remainder of the contract term), and prescribing the compensation, appointment and conditions of said employment.

Action: Announce Fiscal Impact. Adopt Resolution R20-71, approving a contract with Jason Canger as Deputy County Counsel III/Assistant County Counsel and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The fiscal impact associated with this item for fiscal year 2020-21 is \$194,710. Of that amount, \$125,310 is salary, \$36,727 is the cost of benefits and \$32,673 is the cost of the County's contribution to PERS. These amounts are proposed for inclusion in the FY 2020-21 budget.

Kreitz moved; Gardner seconded

Vote: 5 yes, 0 no

R20-71

Stacey Simon, County Counsel:

- Introduced item.

H. Vacation Hour Buyback for At-Will Employees Related to Implementing 400-Hour Accrual Cap

Departments: CAO, Human Resources

(Dave Butters) - Proposed resolution approving contract amendments with David Anderson, Joe Blanchard, John Estridge, Garrett Higerd, Christian Milovich and Louis Molina to implement a one-time cash-out of vacation hours in excess of 320.

Action: Announce Fiscal Impact. Adopt Resolution #R20-72, approving contract amendments with David Anderson, Joe Blanchard, John Estridge, Garrett Higerd, Christian Milovich and Louis Molina to implement a one-time cash-out of vacation hours in excess of 320. Authorize the Board Chair to execute said contract on behalf of the County.

Note:

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

Fiscal Impact: There is a one-time cost of \$16,953 in FY 2019-20. Budget for this item is taken from FY 2019-20.

Kreitz moved; Gardner seconded

Vote: 5 yes, 0 no

R20-72

Dave Butters, Human Resources Director:

- Introduced item.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

9. CLOSED SESSION

Closed Session: 1:01 PM

Reconvene: 1:57 PM

Item 9b will not be heard.
Nothing to report out of Closed Session.

A. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: One. Facts and circumstances: Claim for additional payment for change orders during construction of Mammoth Civic Center by Roebbelen Contracting.

B. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

C. Closed Session - Human Resources

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

D. Closed Session - Public Employment

Note:

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

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

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

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. REGULAR AGENDA - AFTERNOON

A. Workshop on Development of Industrial Hemp Regulations

Departments: Community Development Department

(April Sall) - Presentation regarding the development of regulations for an industrial hemp program in Mono County.

Action: None.

April Sall, Planning Analyst:

- Introduced item, went through presentation.

Nate Reade, Agriculture Commissioner

Christy Milovich, Assistant County Counsel

Board direction to return with a ban.

B. 2021 5-Year Road Capital Improvement and Senate Bill 1 Road Maintenance and Rehabilitation Account Project List

Departments: Public Works

(Garrett Higerd) - The 5-Year Road Capital Improvement Program is used to program and prioritize road projects. It is updated annually as projects are programmed and delivered, funding sources and estimates change, and pavement management data is collected. The accompanying resolution and project list is required to be adopted annually in order for the County to be eligible for Senate Bill 1: Road Maintenance and Rehabilitation Account funding.

Action: Approve and adopt Resolution R20-73, Adopting a list of projects for Fiscal Year 2020-2021 to be funded by Senate Bill 1: The Road Repair and Accountability Act of 2017.

Peters moved; Kreitz seconded

Vote: 5 yes, 0 no

R20-73

Garrett Higerd, Engineer:

- Introduced item and went through presentation.

Note:

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

12. BOARD MEMBER REPORTS

Supervisor Corless:

- June 17, RCRC Board of Directors meeting. The Board approved changes to RCRC 2020 Budget. Includes member county dues. Approved sending a letter to Governor's office asking for continued Rural participation, especially in economic recovery activities. Took a support position on upcoming public safety ballot initiative that will be on the ballot in December. Rural county photo contest is now open – check RCRC social media channels for information.
- Same day participated in outdoor recreation collab organized by Region 5 of USFS. Model of what we are trying to do with ESSRP.
- Friday, California local Behavioral Health Boards and Commissions Association. County Supervisors forum discussing Behavioral Health issues.
- Behavioral Health meeting "The New Normal: Coping with Covid" - appreciate Robin Roberts and Behavioral Health staff for organizing.
- Yosemite Gateway Area Coordination team meetings. All gateway counties are experiencing increased case numbers, increased visitation, and concerns.
- ESCOG and recreation partnership meetings last week.
- Still time to comment on proposed new trails and new trails improvements in the Mammoth area, can find on Mammoth Lakes Recreation or Inyo Forest websites. Comments open through tomorrow.

Supervisor Gardner:

- On Tuesday evening June 16 I participated in the SCE Community Meeting regarding their activities in the Eastern Sierra. There was much discussion about their vegetation management program. Since then SCE has met with several residents in June Lake to discuss their concerns about tree removal and trimming. They have agreed to be more flexible in their tree work based on these meetings.
- On Thursday June 18th I participated in the regular meeting of the Mono County First 5 Commission. We approved the FY 2020-21 Budget and approved some changes to selected contracts. First 5 continues to provide services on a virtual basis to County families.
- On June 29 and June 30, I participated in the Tioga Inn public hearings with other Supervisors. The next meeting on this matter is set for Monday, July 20.
- On July 1 I participated with Chair Corless in a special Eastern Sierra Council of Governments meeting to approve a Conflict of Interest process and forms.
- That same day I participated in the June Lake Citizens Advisory Committee meeting. Topics included an update on COVID-19 and a summary of the SCE meetings with residents.
- Yesterday I participated in the monthly Eastern Sierra Sustainable Recreation Partnership meeting with Chair Corless. We heard about pending grant status and progress, plus updates from each of the member public agencies. I would note we met the acting Inyo National Forest Supervisor Pancho Smith, who stated he will be here in this capacity until a permanent Forest Supervisor is appointed. I also announced I was interested in creating a special ESSRP Poop Task Force to develop specific plans and actions to address the growing problem of human waste on our public lands. I will be reaching out to several public lands agencies for help on this but will also be enlisting volunteers.

Supervisor Kreitz:

Note:

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

- June 17th I attended a brief Community Corrections Partnership (CCP) General Committee meeting and then listened in on the CCP Executive Committee meeting. That morning I met with SCE staff and contractor to walk part of my district to share with them some of the quality control issues with regards to vegetation management and hazard tree removal. I found the crew to be very receptive to concerns and have addressed most of the issues and are working with the Town on possibility fully removing trees that are unsightly topped in the public right of way.
- On June 24th I attended the Continuum of Care meeting. The board reviewed funding for addressing homelessness and those at risk of homelessness. Later, I attended the National Association of Counties; Community Economic Workforce Development Committee meeting. At this meeting we received a presentation on the NACo analysis of the May Jobs Report and COVID-19 impacts on local government jobs and reviewed the NACo emergency resolutions.
- Thursday, June 25th I participated in a special MLH Board meeting where we approved a contract between MLH and Inyo County for work to develop partnerships with the intention to create a rehabilitation program in Inyo County.
- On Friday June, 26th I attended another special meeting, this one for the Eastern Sierra Transit Authority Board. The Board reviewed a draft 2020-2021 budget and approved it.
- On Wednesday, July 1st I attended a special California Coalition for Rural Housing Legislative Committee meeting where we discussed possible CCRH support of Assembly Bill 434 which will streamline HCD funding sources for affordable rental housing subsidy.
- I met with the CCP writing committee met to review comments to the draft five year strategy on July 2nd.

Supervisor Peters:

- Attended AV RPAC meeting last week. Presentation from Liberty Energy and their PSPS strategy and notifications.
- Bridgeport has its own PUD that provides water / Sewer to much of the town, and all of the businesses, and they decided to continue winter rates for all of those who qualify for the reduced winter rates, due to Covid impacts.
- Fourth of July still occurred on a limited basis. Probably about 1,500 people. Brianna Brown, Chamber of Commerce President, and Lynda Brown did a great job of working with the County. CHP had a presence in town that I think encouraged people to do the right thing.
- Would like guidance for in-person meetings as soon as it is available.

Supervisor Stump:

- 6-23 - CSA 1 met with a new 10 year community improvement plan draft. - The CSA is also committed to support some trails / connectivity work starting with a connection between the Toms Place end of Crowley Lake Drive and Lower Rock Creek Road.
- 6-29 & 6-30 - The INN
- 7-1 - OVGA agenda review
- 7-2 - Great Basin Unified Air Pollution Control District. - Presentations from the Scientific Advisory Panel on dust mitigation measure assessment at the Owens Dry Lake. Also a status report on the Keeler Dunes stabilization project. The Mono Board may now appoint an alternate for the GBUAPCD Board as the final vote to approve the amendments to the formation documents was held and the item approved.
- 7-6 - Took a tour of the new County Building. - Impressive - Great job by all - Tony

Note:

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

Dublino was there which gave me a chance to thank him masked face to masked face.

ADJOURNED at 4:20 PM

ATTEST

**STACY CORLESS
CHAIR OF THE BOARD**

**SCHEEREN DEDMAN
ASSISTANT CLERK OF THE BOARD**



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 11, 2020

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes - July 14, 2020

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of the Board minutes of the Regular Board meeting of July 14, 2020.

RECOMMENDED ACTION:

Approve the Board minutes of the Regular Board meeting of July 14, 2020.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[7-14-2020 DRAFT Minutes](#)

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 8/6/2020 1:53 PM | County Administrative Office | Yes |
| 8/5/2020 10:15 AM | County Counsel | Yes |
| 7/27/2020 11:23 AM | Finance | Yes |



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

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

MEETING LOCATION Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

**Regular Meeting
July 14, 2020**

| | |
|----------------------|--------------------------|
| Flash Drive | Portable Recorder |
| Minute Orders | M20-135 – M20-138 |
| Resolutions | R20-73 – R20-?? |
| Ordinance | ORD20-07 Not Used |

9:10 AM Meeting Called to Order by Chair Corless.

Supervisors Present: Corless, Gardner, Kreitz, Peters, and Stump (all attended via teleconference).

Supervisors Absent: None.

All votes were conducted by roll call.

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

Pledge of Allegiance led by Supervisor Kreitz.

Supervisor Corless:

- Adjourn meeting in memory of Bill Chiat, Dean, CSAC Institute for Excellence in County Government.

Supervisor Stump:

- From an unknown source: A wise physician said, "The best medicine for humans is love". Someone asked, "What if it doesn't work?" He smiled and answered, "Increase the dose".

Note:

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

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Katie Maloney – Bellomo:

- Wilson and Mill Creeks.

Moved to item 5 consent agenda.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

Bob Lawton, CAO:

- Memories of Bill Chiat.
- Budget meeting.
- CARES Act.
- Animal Shelter shade project.
- Civic Center – limited re-entry of staff and services to the public.

4. DEPARTMENT/COMMISSION REPORTS

Alicia Vennos, Economic Development Director:

- Update on Transient Occupancy Tax: Receipts from March, down from previous quarter.
- SBA paycheck protection program.

Shannon Kendall, Clerk-Recorder-Registrar:

- 4th of July plaque – in appreciation of the Board of Supervisors
- Introduced Queenie Barnard, new Sr. Deputy Clerk

Robin Roberts, Behavioral health Director:

- Remembered Bill Chiat.
- Increase in Crisis response.

Nate Greenberg, IT Director:

- Civic Center.

Returned to item 1 Public Comment.

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. Allocation List Amendment - Finance Department

Departments: Human Resources / Finance

Proposed resolution amending the County of Mono List of Allocated Positions to eliminate the Payroll & Benefits Manager in the Department of Finance and add the position of Accountant I.

Note:

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

Action: Adopt proposed resolution R20-73, Authorizing the County Administrative Officer to amend the list of allocated positions to remove the Payroll and Benefits Manager and add one Accountant I position for a total of three within the Department of Finance.

Peters moved; Kreitz seconded

Vote: 5 yes, 0 no

R20-75

B. Contract with Anne Sippi Clinic Treatment Group for the Provision of Transitional Social Rehabilitation Services

Departments: Behavioral Health

Proposed contract with Anne Sippi Clinic Treatment Group for the provision of Transitional Social Rehabilitation Services for Mono County Behavioral Health.

Action: Approve County entry into proposed contract and authorize CAO to execute said contract on behalf of the County.

Peters moved; Kreitz seconded

Vote: 5 yes, 0 no

M20-135

C. Inyo County Contract for Senior Services

Departments: Social Services

The County of Inyo-Eastern Sierra Area Agency on Aging (ESAAA) Program provides revenues to the County of Mono for the provision of Senior Services. Such services include Nutrition Programs (Congregate and Home Delivered Meals); senior center activities; transportation and assisted transportation; and, information and assistance to seniors throughout Mono County.

Action: Approve the proposed Contract with Inyo County for senior services for the period July 1, 2020 through June 30, 2021, and authorize the Board Chair to execute the Contract on behalf of the County.

Peters moved; Kreitz seconded

Vote: 5 yes, 0 no

M20-136

D. Kern, Inyo and Mono Counties Joint Powers Agreement Under the Workforce Innovation and Opportunity Act

Departments: Social Services

Under the Workforce Investment Act (WIA), Kern, Inyo and Mono (KIM) Counties formed the Local Workforce Investment Area and signed a joint powers agreement. WIA was reauthorized as the Workforce Innovation and

Note:

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

Opportunity Act (WIOA) and as such, a new joint powers agreement is needed between the counties.

Action: Approve the KIM WIOA Joint Powers Agreement and authorize the Board Chair to sign.

Peters moved; Kreitz seconded

Vote: 5 yes, 0 no

M20-137

E. Letter in Support of WCB Grant Application for JMT Wilderness Conservancy

Departments: Clerk of the Board

A letter from the Mono County Board of Supervisors to the Wildlife Conservation Board (WCB) in support of the John Muir Trail (JMT) Wilderness Conservancy Wilderness Restoration Project, Inyo National Forest WCB Grant Application, Forest Conservation Program.

Action: Approve letter from the Mono County Board of Supervisors to the Wildlife Conservation Board (WCB) in support of the John Muir Trail (JMT) Wilderness Conservancy Wilderness Restoration Project, Inyo National Forest WCB Grant Application, Forest Conservation Program and authorize Board Chair to sign.

Peters moved; Kreitz seconded

Vote: 5 yes, 0 no

M20-138

6. CORRESPONDENCE RECEIVED

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

The Board acknowledged receipt of the correspondence.

A. Inyo National Forest Letter re: Land Management in the North Mono Basin Watershed

A letter from Gordon Martin, Inyo National Forest District Ranger to the Board discussing the Forest's policies and actions land and water resources management in the North Mono Basin Watershed.

Stacey Simon, County Counsel and Supervisor Gardner recused themselves.

Supervisor Peters:

- Supports creating an agenda item

Note:

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

Supervisor Kreitz:

- Asked for information / items to be returned after the Jan 21 meeting when this item was discussed.

Hilary Hansen Jones:

- Discussed points made in the letter.

Gordon Martin, Mono Basin District Ranger:

- Expanded on information in letter.

Katie Maloney-Bellomo:

- Letters to LADWP
- Return ditch.

Break: 10:26 AM

Recoveries: 10:39 AM

Moved to item 7b.

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

Departments: CAO

(Bob Lawton, CAO) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health. Specific topics include, but are not limited to: (1) Mono County Workplace Integration.

Action: None.

Bob Lawton:

- Introduced item.
- New directives from Governor's office.

Dr. Tom Boo, County Health Officer
Bryan Wheeler, Public Health Nurse

Public Comment

Dirk

Chris Mokracek, EMS Chief
Sheriff Ingrid Braun

Moved to item 8.

B. Employment Agreement - Lynda Salcido, Interim Public Health Director

Departments: CAO, Human Resources

Note:

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

(Bob Lawton, CAO) - Proposed resolution approving a contract with Lynda Salcido as Interim Public Health Director and prescribing the compensation, appointment and conditions of said employment.

Action: Announce Fiscal Impact. Approve Resolution #R20-74, approving a contract with Lynda Salcido as Interim Public Health Director and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The hourly cost is \$66.86 (salary is \$61.54 and payroll taxes are \$5.32) for a monthly cost of \$11,589 until the recruitment process is completed. Because the 960 CalPERS hour limit for hiring retirees was temporarily lifted by Executive Order for work related to COVID response, the maximum fiscal cost cannot be estimated at this time and depends on the number of hours worked.

Peters moved; Kreitz seconded

Vote: 5 yes, 0 no

R20-74

Bob Lawton:

- Introduced item.
- Read Fiscal impact into record.

Lynda Salcido, Interim Public Health Director

Moved back to item 7a.

C. Radio System Update

Departments: Information Technology

(Nate Greenberg, IT Director) - In 2015 the Mono County Information Technology Department inherited the County & Town's Land Mobile Radio (LMR) System and has been working to support, maintain, and generally improve it. This item will provide an overview of where this project is at, highlight key conversations we have had along the way, and sketch out a path forward.

Action: None.

Nate Greenberg, IT Director;

- Introduced item; went through presentation.

Break: 2:13 PM

Reconvene: 2:19 PM

Board consensus to move ahead.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

Note:

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

9. CLOSED SESSION

Closed Session: 12:31 PM

Reconvene: 1:10 PM

Nothing to report out of Closed Session.

Moved to item 7c.

A. Closed Session - Public Employment

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

10. BOARD MEMBER REPORTS

Supervisor Corless:

- NACo Public Lands Steering Committee and Western Interstate Region meeting all at once since in-person meeting was cancelled. Weekly Yosemite Gateway Area Coordination team meeting. Madera is the only one of the four counties on the State watchlist.
- Last Thursday, phone meeting with acting-Inyo National Forest Superintendent Pancho Smith. Is interested in coming to a Board meeting to introduce himself.
- Same day, CalRec Vision Steering Committee, effort to form statewide office of outdoor recreation or state-focused effort to coordinate outdoor recreation.
- That afternoon, attended the Southern Sierra Leadership Forum, coordinated by SNC sponsored collab effort trying to coordinated public land management agency discussions and activity in the southern sierra area. How each agency / area is dealing with Covid
- Friday Forest Management Task Force East Side Regional Prioritization Group. Technical presentation on impacts of mega fires.
- Yesterday, full statement Forest Management Task Force. Will be meeting monthly. Focused on efforts around biomass utilization industry development throughout the state and efforts of groups such as the Nature Conservancy.

Supervisor Gardner:

- Last Wednesday July 8 I participated with Chair Corless in a NACO Public Lands Policy Committee call. Topics included consideration of policy resolutions and the status of Congressional legislation. We also received public lands related presentations from various Federal policy officials. Information on pending legislation, which contains proposals that could affect Mono County, was provided to the Board and staff yesterday.
- Also last Wednesday evening I participated in the monthly meeting of the Mono Basin RPAC. Topics included a COVID-19 update, the status of the SCE substation project, and an update from the Inyo National Forest District Ranger.
- On Thursday July 9 I participated in the Yosemite Gateway Partnership call. Topics

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included CalTrans projects on the westside, and a review of the Yosemite reservation system in place since their opening in early June. Park officials are continuing to adjust the system as they learn more from data and experience. Eastern Sierra residents can use the Tioga Road to pass through the Park on the way to west destinations, but officials stated non-residents cannot do so, although some discretion has been allowed.

- On Friday July 10 I participated in the monthly meeting of the Eastern Sierra Transit Authority Board of Directors. We reviewed regular financial and operations reports and approved three contracts.
- Yesterday I participated in a brief NACO Business Town Hall call meeting, which primarily included information about the upcoming meeting in place of the Annual Conference next week.
- Last evening, I participated in the Mono Basin Fire Safe Council meeting. Topics discussed included getting a fire prevention banner on a surplus fire truck in Lee Vining, continuing distribution of safe campfire flyers to Lee Vining businesses and campground hosts, the status of escape routes in Mono City, and potential volunteer off-road patrols in the Mono Basin.

Supervisor Kreitz:

- On Friday, July 10th I participated in the regular ESTA Board meeting. The Trolley busses for the Lakes Basin have new, more secure bike trailers which will cut down on liability of damaged bikes, an RFP for architecture also and engineering services for the Bishop ESTA building was reviewed, the board approved a contract with Mono County for Senior Services, Pahrump-Tecopa Route Contract, and Keeler Dial-a-Ride.
- Monday, July 13th was the Local Transportation Commission (LTC) meeting. We approved funding for the sidewalk on Lake Mary Road between Minaret and Canyon Blvd. Yosemite National Park staff provided an update on the upcoming Tioga Pass Road and Tuolumne Meadows campground rehabilitation projects.

Supervisor Peters:

- 8th, participated in WIR Public Lands call, which I serve on the WIR side.
- 9th, Attended IHSS Advisory Board call. IHSS Community Services solutions is located in Walker, they are looking for providers in the Walker area. Not looking for any in the Mammoth area.
- 13th, LTC.
- North Mono Chamber of Commerce last night. Very active. Transition with all new officers. Obligated to cancel the ATV Jamboree, their big fundraiser of the year. Doing a Kayak raffle. Primary goal is to plant fish in Walker River. Partnering with local businesses and nonprofits. 20th Annual July How Big is Big Fish Tournament. Fish upwards of 8 lbs. have been caught.
- Change of command at the Mountain Warfare Training Center. Col. Kevin Hutchinson has moved to the Pentagon. Replacement Col. Dan Whitnam. We only have them for two years at a time.

Supervisor Stump:

- 7-9: Attended the Owens Valley Groundwater Authority meeting. The Eastern Sierra Community Services District has withdrawn from the Authority. That District provides sewage treatment in Bishop only, no water deliveries except for the reclaimed water

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available to replace potable water when used in non-potable uses. The Consultant continued with the series of presentations involving the GSP preparation.

- 7=13: Attended the LTC meeting. Grant Awards received for a June Lake Trails/connectivity plan development and for ESTA planning.

ADJOURNED in memory of Bill Chiat at 3:01 PM

ATTEST

STACY CORLESS
CHAIR OF THE BOARD

SCHEEREN DEDMAN
ASSISTANT CLERK OF THE BOARD



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 11, 2020

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes - July 21, 2020

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of the Board minutes of the Regular Board meeting of July 21, 2020.

RECOMMENDED ACTION:

Approve the Board minutes of the Regular Board meeting of July 21, 2020.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[7-21-20 DRAFT Minutes](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 8/6/2020 1:53 PM | County Administrative Office | Yes |
| 8/6/2020 10:33 AM | County Counsel | Yes |
| 8/6/2020 3:32 PM | Finance | Yes |



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

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

Teleconference Only - No Physical Location

**Regular Meeting
July 21, 2020**

| | |
|----------------------|--------------------------|
| Flash Drive | No Recorder |
| Minute Orders | M20-139 – M20-148 |
| Resolutions | R20-76 |
| Ordinance | ORD20-07 |

9:06 AM Meeting Called to Order by Chair Corless.

Supervisors Present: Corless, Gardner, Kreitz, Peters, and Stump (all attended via teleconference).

Supervisors Absent: None.

All votes were conducted by roll call.

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

Pledge of Allegiance led by Supervisor Peters

Supervisor Corless:

- "Freedom is not a state; it is an act. It is not some enchanted garden perched high on a distant plateau where we can finally sit down and rest. Freedom is the continuous action we all must take, and each generation must do its part to create an even more fair, more just society."--Rep. John Lewis, from his 2017 memoir "Across That Bridge: A Vision for Change and the Future of America"

Supervisor Peters:

- Requested urgency item to close a portion of Sinclair St in Bridgeport due to State's recent closure of indoor dining due to COVID-19. Businesses adjacent to the proposed closure area will have to shut down unless they can use a portion of the road for their patrons. Supervisor Peters became aware of the situation after

Note:

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the agenda was posted and the next meeting is not until August 4. If those businesses cannot operate in the interim, they will suffer serious hardship.

Motion for the Board to determine that there is a need to take immediate action with respect to the proposed agenda item, that the need for action came to the County's attention subsequent to the agenda being posted and therefore, that the Board add the item to the agenda.

Authority: Govt. Code §54954.2(b)(2).

Peters moved; Kreitz seconded

Vote: 5 yes, 0 no

M20-139

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Hilary Hansen Jones

- Inquired about the Land Management in the North Mono Basin Watershed future agenda item

Moved to item 7A COVID-19 (Coronavirus) Update

2. RECOGNITIONS – NONE

3. COUNTY ADMINISTRATIVE OFFICE

Bob Lawton, CAO:

- Office has been occupied this week with spike in COVID cases
- Continuing budget discussions with department heads
- Planning to have the Land Management in the North Mono Basin Watershed item added to a meeting agenda in September.

4. DEPARTMENT/COMMISSION REPORTS

Robin Roberts, Behavioral Health Director:

- Contacted Dr. Jei Africa and Dr. Rita Wedding about doing Racial Equity and Implicit Bias trainings.
- Coping in a COVID World: speaker presenting about building resilience, talk about managing stress over a long period of time, ideas around helping people sleep

Jason Canger, Assistant County Counsel:

- Walker River litigation update

Wendy Sugimura, Community Development Director:

- July 16 Planning Commission meeting update - June Lake Highlands Project

Kathy Peterson, Social Services Director:

- Rental Assistance Program - provides \$500 cash rental assistance payments up to four times for people economically impacted by COVID. Countywide payout to date is \$259,293, 528 rental payments to 336 households. Funds still available.

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.)

Note:

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A. Board Minutes - May 21, 2020

Departments: Clerk of the Board

Approval of the Board Minutes from the Special Meeting on May 21, 2020.

Action: Approve the Board Minutes from the Special Meeting on May 21, 2020.

Kreitz moved; Peters seconded

Vote: 5 yes, 0 no

M20-140

B. Board Minutes - May 26, 2020

Departments: Clerk of the Board

Approval of the Board minutes of the Special meeting on May 26, 2020.

Action: Approve the Board minutes of the Special meeting on May 26, 2020.

Kreitz moved; Peters seconded

Vote: 5 yes, 0 no

M20-141

C. Board Minutes - June 2, 2020

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meeting on June 2, 2020.

Action: Approve the Board Minutes from the Regular Meeting on June 2, 2020.

Kreitz moved; Peters seconded

Vote: 5 yes, 0 no

M20-142

D. Contract Amendment with North American Mental Health Services for the Provision of Telepsychiatry and Teletherapy Services

Departments: Behavioral Health

Proposed contract amendment with North American Mental Health Services for the provision of telepsychiatry services for Mono County Behavioral Health and in the Mono County Jail.

Action: Approve proposed contract amendment and authorize the CAO to execute said contract amendment on behalf of the County. Provide any desired direction to staff.

Kreitz moved; Peters seconded

Vote: 5 yes, 0 no

M20-143

E. Maternal, Child, and Adolescent Health (MCAH) Agreement Funding Application FY 2020-21

Departments: Public Health

Note:

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

Maternal, Child, and Adolescent Health (MCAH) Agreement Funding Application (AFA) for Fiscal Year 2020-21.

Action: Approve the Maternal, Child, and Adolescent Health (MCAH) Agreement Funding Application (AFA) for fiscal year 2020-21, and authorize the Chairperson to sign the MCAH AFA Agency Information Form to execute the agreement on behalf of the County. Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided they are approved by County Counsel and do not materially affect the County's rights. Provide any desired direction to staff.

Kreitz moved; Peters seconded

Vote: 5 yes, 0 no

M20-144

F. Ordinance Extending Prohibition on Residential and Commercial Evictions Arising from Income Loss or Substantial Medical Expenses Related to the Coronavirus Pandemic Through September 30, 2020

Departments: County Counsel

Consider proposed ordinance extending the County's temporary prohibition of residential and commercial evictions through September 30, 2020. This request is made pursuant to the Governor's June 30, 2020 Executive Order (N-71-20), which extends authorization for local governments to impose substantive limitations on residential or commercial evictions through September 30, 2020.

Action: Adopt proposed ordinance ORD20-07, Amending Sections 7.93.010 & 7.93.030 of the Mono County Code to Extend the Temporary Prohibition of Residential and Commercial Evictions Arising from Income Loss or Substantial Medical Expenses Related to the Coronavirus Pandemic through September 30, 2020.

Kreitz moved; Peters seconded

Vote: 5 yes, 0 no

ORD20-07

G. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 5/31/2020.

Action: Approve the Treasury Transaction Report for the month ending 5/31/2020.

Kreitz moved; Peters seconded

Vote: 5 yes, 0 no

M20-145

H. Reappointment of Michael Vanderhurst to Economic Development, Tourism, and Film Commission

Note:

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

Departments: Economic Development

Reappointment of Michael Vanderhurst to the Mono County Economic Development, Tourism and Film Commission for 4-year term beginning July 1, 2020 through June 30, 2024.

Action: Reappoint Michael Vanderhurst to the Mono County Economic Development, Tourism and Film Commission for 4-year term beginning July 1, 2020 through June 30, 2024.

Kreitz moved; Peters seconded

Vote: 5 yes, 0 no

M20-146

I. Letter of Support--Great American Outdoors Act

Departments: Board of Supervisors

A letter from the Mono County Board of Supervisors to Congressman Paul Cook requesting support for the Great American Outdoors Act.

Action: Approve letter and authorize Board Chair to sign.

Kreitz moved; Peters seconded

Vote: 5 yes, 0 no

M20-147

6. CORRESPONDENCE RECEIVED

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

The Board acknowledged receipt of the correspondence.

Moved to Item 9.

A. Dam Surveillance Cameras Installation for Eastern Operations Dams - Response to FERC Comments on Authorization for Construction

A letter from the Federal Energy Regulatory Commission (FERC) to Southern California Edison (SCE) in response to SCE's June 19, 2020 letter providing comment to their submittal.

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

Departments: CAO

(Bob Lawton, CAO) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health. Specific topics

Note:

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include, but are not limited to: (1) Scaling back EOC activities; and (2) Enforcement

Action: None.

Bob Lawton, CAO:

- Introduced item
- Spike in cases over the last 5-7 days

Frank Frievalt, Mammoth Lakes Fire Chief, Dr. Tom Boo, Public Health Officer, Stacey Simon, County Counsel:

- Reviewed COVID-19 Presentation (Found under "Supporting Documents" on meeting webpage)

Break: 10:45 AM

Reconvened: 10:52 AM

Lynda Salcido, Interim Public Health Director:

- Held a training on contact tracing investigation to bilingual staff with Behavioral Health and Social Services

Dan Holler, Town Manager, Mammoth Lakes:

- Testing for restaurant employees starts on Wednesday at the Community Center in Mammoth Lakes
- Hotels in Mammoth Lakes must adhere to a limit of 75% occupancy level average for the week.
- Short term rentals should be maintaining a 24-hour gap between stays

Stacey Simon, County Counsel:

- Have met with representatives from the Town for the purpose of putting together a joint presentation for both the Board of Supervisors and Town Council related to enforcement.
- Enforcement Group: Community Development, Public Health, County Counsel, Tax Collectors Office, District Attorney

Public Comment:

- Michelle
- Astra Lincoln
- Dirk
- Monica Prella
- Lucas Dunn
- Lisa Oepkes

Moved to Item 3.

B. County-Wide Workplace Re-entry Plan

Departments: Public Works, Behavioral Health, Risk Management

(Joe Blanchard, Facilities Superintendent; Robin Roberts, Behavioral Health Director; Jay Sloane, Risk Manager) - A discussion led by the County Work Re-Entry Committee. This will include but not be limited to: a general overview of County specific plans (Civic Center, Bridgeport, etc.), overview of Policies, Procedures, etc., cleaning schedules, Public Health input.

Action: None.

Note:

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Jay Sloane, Risk Manager

- Introduced item
- Risk and County performance

Joe Blanchard, Facilities Superintendent

- Sneeze guards, signage, sanitation stations

Dave Butters, Human Resources Director:

- Department heads have worked with staff to come up with creative solutions to deliver services while being sensitive to the health and safety of both the employees and public served

Robin Roberts, Behavioral Health Director

- Will conduct separate presentations to department heads, supervisors and managers, and all staff to get a read on their wellbeing. Will make determinations about how to address wellness.
- COVID fatigue

C. Civic Center Update

Departments: Public Works, IT

(Nate Greenberg, IT Director) - Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition from other Mammoth locations into the Civic Center as of June 1, 2020.

Action: None.

Nate Greenberg, IT Director

- Some staff are working in the Civic Center.
- Still setting up some workplaces, offices, conference rooms
- Vacating of Minaret Mall spaces
- Acknowledgements, plaques, grand opening

D. FY 2020-21 Budget Update

Departments: CAO, Finance

(Janet Dutcher) - CAO and Finance will update the Board about the FY 2020-21 budget development process.

Action: Receive information and provide direction to staff, if desired.

Janet Dutcher, Finance Director:

- Wrapping up 1-on-1 meetings with department heads
- Overall goal is to be more precise with the budget, balance the budget within the fiscal resources available, avoid any layoffs or furloughs.

Moved to Urgency Item (11C).

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

- Written comments from Mickey Brown regarding Mammoth Voices LEADERSHIP ACADEMY read by the Clerk

9. CLOSED SESSION

Closed Session: 12:20 PM

Reconvened: 1:10 PM

Note:

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Nothing to report out of Closed Session.

A. Closed Session - Public Employment

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

B. Closed Session - Exposure to Litigation

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

C. Closed Session - Initiation of Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

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

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

11. REGULAR AGENDA - AFTERNOON

A. Public Hearing: Appeal of Planning Commission's approval of Use Permit 20-001/Barter for a short-term rental in Swall Meadows

Departments: Community Development - Planning

PUBLIC HEARING: 1:00 PM (45 minutes)

(Kelly Karl, Planning Analyst) - Appeal by Amy Motroni & Pete Peterson of the Planning Commission's approval of Use Permit 20-001/Barter for an owner-occupied, short-term rental in Swall Meadows.

Action: It is recommended the Board of Supervisors take the following actions: (1) Conduct a public hearing, receive all relevant testimony in consideration of the appeal by Amy Motroni and Pete Peterson; and (2) Either affirm, affirm in part, or reverse the Planning Commission's decision approving Use Permit 20-001/Barter.

Kelly Karl, Associate Planner:

- Presented PowerPoint

Public Hearing opened at 1:37 PM

Public Comment:

Note:

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

- Amy Motroni and Pete Peterson, appellants
- Brandon Barter, applicant
- Karen Allen
- Pam Padgett
- Kim Cook
- Vickie Taton
- Daniel Bacon

Supervisor Stump:

- Request amendment of area plan prohibiting all types of Short Term Rentals

Public Hearing closed at 2:26 PM

Tentative decision to reverse the Planning Commission's decision approving Use Permit 20-001/Barter. Staff is directed to return to the Board at a subsequent meeting with written findings for the Board's consideration. Direction also given to staff to return to the Board with information regarding eliminating the ability to operate short-term rentals in Swall Meadows.

Stump moved; Gardner seconded

Vote: 4 yes, 1 no

M20-148

Break: 2:53 PM

Reconvened: 3:02 PM

B. Systemic Safety Analysis Report Program (SSARP)

Departments: Public Works - Engineering

(Chad Senior) - Present report identifying road characteristics most commonly associated with vehicle crashes and allow for proactive consideration of safety countermeasures that address those characteristics.

Action: Receive presentation for Mono County Systemic Safety Analysis Report Program and provide direction to staff.

Chad Senior, Associate Engineer:

- Presented Systemic Safety Analysis Report for Mono County roads

Moved to Item 7B.

C. Sinclair Street Resolution

Departments: Board of Supervisors

Urgency item to close Sinclair street (portion) for outdoor dining in response to COVID-19 pandemic.

Action: Adopt proposed resolution R20-76 authorizing the temporary closure of Sinclair Street in Bridgeport for purposes of allowing temporary outdoor dining in response to the COVID-19 pandemic.

Supervisor Peters:

- Thanked everybody who contributed to making this resolution possible.

Note:

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

- Hopes this provides a safer environment for guests visiting Bridgeport and recreating in Mono County.

Peters moved; Gardner seconded

Vote: 5 yes, 0 no

R20-76

12. BOARD MEMBER REPORTS

Supervisor Corless:

- 7/15: Rural County Representatives of California Executive Committee Meeting: updates on federal/state budget/funding status, relevant legislation, economic development projects
- Yosemite Gateway Area Coordination Team
- 7/20: Regional Fire and Forest Capacity Program meeting (group funding by Sierra Nevada Conservancy looking to build project capacity in the Eastern Sierra)
- Yosemite Area Regional Transportation System JPA board meeting: discussion COVID-19 impacts to service hours (drastically reduced ridership/fare box revenue) and need to look at long-term impacts of crisis on YARTS budget

Supervisor Gardner:

- On Wednesday July 15, Thursday July 16, and Yesterday, July 20, I participated in three calls as part of the NACO Annual Business Conference, which was scheduled for Orlando this year but was cancelled. These meetings included the election of officers for next year, the approval of existing and a few new policy resolutions, and other NACO news.
- Last Wednesday I also participated in a meeting of the June Lake Chamber of Commerce. Topics discussed included increased business and visitation in June Lake, the status of COVID-19 compliance and PPE, and future Chamber programs and activities.
- Yesterday I participated with Chair Corless in the first meeting of the Regional Forest and Fire Capacity Program for the Eastside Region. This is a state funded effort that will provide funds to support various fire prevention, fuel reduction, and related activities through fire safe councils and other organizations in the Eastern Sierra. There was good representation from many agencies across the entire region and discussion about using a regional approach to ensure the most effective and efficient use of available funds. This group will be meeting regularly in the future and could be an excellent opportunity to make some progress in increasing our overall County fire awareness and preparation for wildfires.
- Yesterday I also participated with Chair Corless in a meeting of the YARTS Board of Directors. We approved two resolutions related to obtaining funding and approved adjusting the YARTS contract with VIA, their bus contractor, based on the impact of the COVID-19 crisis.

Supervisor Kreitz:

- None

Supervisor Peters:

- None

Note:

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

Supervisor Stump:

- None

ADJOURNED AT 4:35 PM

ATTEST

**STACY CORLESS
CHAIR OF THE BOARD**

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 11, 2020

Departments: Risk Management

TIME REQUIRED

SUBJECT Claim for Damages - Jonathan D. Palmer

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Claim for damages filed by Jonathan D. Palmer, related to loss of employment with the County.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|--|
| <p>Click to download</p> <p>No Attachments Available</p> |
|--|

History

| Time | Who | Approval |
|------------------|------------------------------|----------|
| 8/6/2020 1:54 PM | County Administrative Office | Yes |
| 8/5/2020 4:37 PM | County Counsel | Yes |
| 8/6/2020 3:18 PM | Finance | Yes |



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 11, 2020

Departments: County Administrator's Office

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robert C. Lawton, County
Administrative Officer

SUBJECT

Letter Supporting Inyo Mono
Advocates for Community Action
Appeal of Denial of Head Start Grant

AGENDA DESCRIPTION:

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

The Inyo Mono Advocates for Community Action (IMACA) has served this region since 1980. IMACA conducts the only general Head Start program in a region of nearly 14,000 square miles, serving 82 preschoolers. Due in part to a temporary under-enrollment - and not because of any observed deficiencies - the United States Department of Health and Human Services (HSS) recently denied renewal of IMACA's Head Start grant. Under the HSS appeals process, IMACA may submit a written appeal, including supporting documentation.

RECOMMENDED ACTION:

The County Administrator recommends that your Board approve a letter in support of IMACA's appeal for the reasons set forth here and in the draft letter.

FISCAL IMPACT:

None.

CONTACT NAME: Robert C. Lawton, County Administrative Officer

PHONE/EMAIL: (760) 932-5410 / rlawton@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|-----------------------------------|
| Click to download |
| Letter of Support |

History

Time

Who

Approval

| | | |
|------------------|------------------------------|-----|
| 8/6/2020 5:05 PM | County Administrative Office | Yes |
| 8/6/2020 8:35 PM | County Counsel | Yes |
| 8/6/2020 4:47 PM | Finance | Yes |



Jennifer Kreitz ~ District One Fred Stump ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

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

August 11, 2020

Dr. Deborah Bergeron, Director of the Office of Head Start
Administration for Children and Families, Office of Head Start
330 C Street SW, 4th floor
Washington D.C., 20201

RE: Appeal of Denial for Head Start Grant, Inyo Mono Advocates for Community Action

Dear Ms. Bergeron,

I am writing this letter of support for Inyo Mono Advocates for Community Action (IMACA) and their appeal of the denial for the Head Start Grant through the U.S. Department of Health and Human Services, Administration for Children and Families' Early Head Start (EHS) Program.

IMACA seeks this grant to continue their Head Start program, which supports children and families in both Inyo and Mono Counties. Head Start partners with State Preschool at several of its locations to extend the school day from 3.5-hours to 6.5 hours.

Programs such as Head Start focus on providing comprehensive services in an effort to promote healthy patterns of growth and development. Many of the children enrolled in these programs also receive developmental, medical, dental, vision, hearing and nutrition screenings, as well as the appropriate follow-up services. These services are vital to meeting the needs of underserved families in our community.

IMACA offers the only general Head Start (non-tribal) full-day program for families in Inyo and Mono Counties - an area encompassing 13,359 square miles. According to our IMACA partners, there was *no* other competitor for the grant in either Inyo or Mono Counties. The loss of this grant equates to the elimination of 82 preschool spots from families in Inyo and Mono Counties in communities designated as medically-underserved.

Local quality improvement programs have consistently rated the IMACA Head Start centers as some of the highest quality rated sites in both counties. IMACA has had zero deficiencies in the past two review cycles.

While IMACA was under-enrolled for four months, in January 2020, the agency was under enrolled by only 3 total children (total contract enrollment for Inyo and Mono counties is 82 children). This resulted in the development of an “enrollment plan,” as is required under such circumstances. By March 2020, IMACA was *fully* enrolled.

Cutting Head Start funding across Inyo and Mono Counties will significantly impact our ability to prepare our children for school, and our families for life.

I respectfully offer my support for IMACA’s appeal and urge full and fair consideration for the appeal, consistent with applicable laws, rules, and regulations.

Sincerely,

Stacy Corless
Chair, Mono County Board of Supervisors

CC:
Bob Hughes, IMACA Executive Director
Shawna Pinckney, ACF, Office of Head Start
Cynthia Yao, Regional Program Manager



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 11, 2020

Departments: Public Health

TIME REQUIRED

SUBJECT County Medical Services Program
(CMSP) COVID-19 Emergency
Response Grant (CERG) Agreement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

County Medical Services Program (CMSP) COVID-19 Emergency Response Grant (CERG) Agreement, Term July 15, 2020 to January 14, 2022.

RECOMMENDED ACTION:

Approve the County Medical Services Program (CMSP) COVID-19 Emergency Response Grant (CERG) Agreement for fiscal years 2020-21 and 2021-22, and authorize the Chairperson to sign three (3) copies of the County Medical Services Program Governing Board Grantee Data Sheet (Exhibit D) to execute the agreement on behalf of the County as well as authorize the County Administrative Officer and Interim Public Health Director to sign three (3) copies of the agreement as required. Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided they are approved by County Counsel and do not materially affect the County's rights. Provide any desired direction to staff.

FISCAL IMPACT:

There is no impact to the County General Fund. The CERG Program is funded through the County Medical Services Program (CMSP). Total amount to be paid under agreement, \$100,000, with \$90,000 to be recognized in the 2020-21 fiscal year and \$10,000 in the 2021-22 fiscal year.

CONTACT NAME: Lynda Salcido

PHONE/EMAIL: 760-924-1818 / lsalcido@mono.ca.gov

SEND COPIES TO:

Stephanie Butters
Lynda Salcido

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

[Staff Report](#)

[Grant Agreement](#)

History

| Time | Who | Approval |
|------------------|------------------------------|----------|
| 8/6/2020 1:55 PM | County Administrative Office | Yes |
| 8/5/2020 9:54 AM | County Counsel | Yes |
| 8/6/2020 3:24 PM | Finance | Yes |



MONO COUNTY HEALTH DEPARTMENT

Public Health

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

DATE: August 11, 2020

TO: Honorable Board of Supervisors

FROM: Lynda Salcido, Public Health Director, Interim

SUBJECT: COVID-19 Emergency Response Grant (CERG)
Agreement, Term July 15, 2020 to January 14, 2022

Recommendation:

Approve the County Medical Services Program (CMSP) COVID-19 Emergency Response Grant (CERG) Agreement for fiscal years 2020-21 and 2021-22, and authorize the Chairperson to sign the County Medical Services Program Governing Board Grantee Data Sheet (Exhibit D) to execute the agreement on behalf of the County as well as authorize the County Administrative Officer and Interim Public Health Director to sign the agreement as required. Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided they are approved by County Counsel and do not materially affect the County's rights. Provide any desired direction to staff.

Discussion:

The COVID-19 Emergency Response Grant (CERG) is a pilot program through the County Medical Service Program (CMSP). The CMSP Governing Board is supporting CMSP counties in responding to the COVID-19 pandemic emergency through the provision of funding to expand the delivery of services that support local preparedness, containment, recovery and response activities in CMSP counties affected by the novel coronavirus. The CERG grant is intended to assist in addressing the needs of various low-income populations with or at-risk of COVID-19 conditions.

Grant funding will assist with:

- COVID-19 Nurse Hotline
- COVID-19 Contact Tracing and Case Management
- COVID-19 Pop-up Testing Sites
- COVID-19 Joint Information Center (JIC) Outreach

Fiscal Impact/Budget Projections:

There is no impact to the County General Fund. The CERG Program is funded through the County Medical Services Program (CMSP) to expand the delivery of services that support local preparedness, containment, recovery and response activities in CMSP counties affected by the novel coronavirus. Total amount to be paid under agreement, \$100,000, with \$90,000 to be recognized in the 2020-21 fiscal year and \$10,000 in the 2021-22 fiscal year.

For questions regarding this item, please call Stephanie Butters at (760) 932-5587.

Submitted by: Stephanie Butters, Public Health Fiscal and Administrative Officer

Reviewed by: Lynda Salcido, Interim Public Health Director

GRANT AGREEMENT
COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD
COVID-19 EMERGENCY RESPONSE GRANT PROGRAM

between

COUNTY MEDICAL SERVICES PROGRAM
GOVERNING BOARD
("Board")

and

MONO COUNTY HEALTH DEPARTMENT
("Grantee")

Effective as of:
July 15, 2020

GRANT AGREEMENT

COUNTY MEDICAL SERVICES PROGRAM

COVID-19 EMERGENCY RESPONSE GRANT PROGRAM (CERG)

This Grant Agreement ("Agreement") is by and between the County Medical Services Program Governing Board ("Board") and the County Medical Services Program ("CMSP") participating county on Exhibit A ("Grantee").

A. Conditions of disaster or of extreme peril to the health and safety of persons and property have arisen both internationally and within the United States as a result of the introduction of the novel coronavirus ("COVID-19"), a novel communicable disease which led to California Governor Gavin Newsom, to proclaim a State of Emergency for California on March 4, 2020.

B. In response to the COVID-19 pandemic, on April 2, 2020, the Board adopted Resolution 2020-1, declaring the existence of a local emergency as a result of COVID-19 and directing the Board staff to take necessary steps to assist with the protection of life, health and safety.

C. On April 2, 2020, in response to this emergency, the Board approved the funding of the COVID-19 Emergency Response Grant (CERG) Program (the "Pilot Project") for the benefit of participating CMSP counties in accordance with the terms of its Request for Applications for the COVID-19 Emergency Response Grant Program in the form attached as Exhibit B ("RFA").

D. Grantee submitted an Application ("Application") for the Pilot Project in the form attached as Exhibit C (the "Project").

E. Subject to the availability of Board funds, the Board desires to award funds to the Grantee for performance of the Project.

The Board and Grantee agree as follows:

1. Project. Grantee shall perform the Project in accordance with the terms of the RFA and the Application. Should there be a conflict between the RFA and the Application, the RFA shall control unless otherwise specified in this Agreement.

2. Grant Funds.

A. Payment. Subject to the availability of Board funds, the Board shall pay Grantee the amounts in the time periods specified in Exhibit A ("Grant Funds") within thirty (30) calendar days of the Board's receipt of an invoice from Grantee for the Project, as described in Exhibit A. Neither the Board nor CMSP shall be responsible for funding additional Project costs, any future COVID-19 Emergency Response Grant Program, any Pilot Projects or any services provided outside the scope of the Pilot Project.

B. Refund. If Grantee does not spend the entire Grant Funds for performance of the Project within the term of this Agreement, then Grantee shall refund to the Board any unused Grant Funds no later than ninety (90) days after the one (1) year anniversary of the Effective Date.

C. Possible Reduction in Amount. The Board may, within its sole discretion, reduce any Grant Funds that have not yet been paid by the Board to Grantee if Grantee does not demonstrate compliance with the use of Grant Funds as set forth in Section 2.D, below. The Board's determination of a reduction, if any, of Grant Funds shall be final.

D. Use of Grant Funds. As a condition of receiving the Grant Funds, Grantee shall use the Grant Funds solely for the purpose of performance of the Project, and shall not use the Grant Funds to fund Grantee's administrative and/or overhead costs; provided, however, an amount of the Grant Funds equal to or less than fifteen percent (15%) of the total Project expenditures may be used to fund Grantee's administrative and/or overhead expenses directly attributed to the Project. Grantee shall provide Board with reasonable proof that Grantee has dedicated the Grant Funds to the Project. Grantee shall refund to the Board any Grant Funds not fully dedicated to the Project no later than ninety (90) days after the one (1) year anniversary of the Effective Date.

E. Coordination of Funds. The Grantee is not required to provide in kind and/or matching funds for receipt of Grant Funds but Grantee shall take appropriate and necessary steps to coordinate the use and expenditure of Grant Funds with other funds Grantee may receive through federal, state, or other allocations provided to address the COVID-19 pandemic for emergency response, preparedness, and support for at-risk populations, including but not limited to persons that are homeless. Such coordination shall be required so that Grant Funds and funds from other sources are utilized by Grantee in a manner that maximizes the potential scope and reach of Grantee's efforts to combat the COVID-19 pandemic and thereby maximizes the effectiveness of the Pilot Project.

3. Grantee Data Sheet. Grantee shall complete and execute the Grantee Data Sheet attached as Exhibit D ("Grantee Data Sheet"). Board may, within its sole discretion, demand repayment of any Grant Funds from Grantee should any of the information contained on the Grantee Data Sheet not be true, correct or complete.

4. Board's Ownership of Personal Property. If Grantee's Application anticipates the purchase of personal property such as computer equipment or computer software with Grant Funds, then this personal property shall be purchased in Grantee's name and shall be dedicated exclusively to the Grantee's health care or administrative purposes. If the personal property will no longer be used exclusively for the Grantee's health care or administrative purposes, then Grantee shall, immediately upon the change of use, pay to the Board the fair market value of the personal property at the time of the change of use. After this payment, Grantee may either keep or dispose of the personal property. Grantee shall list all personal property to be purchased with Grant Funds on Exhibit A. This paragraph 4 shall survive the termination or expiration of this Agreement.

5. Authorization. Grantee represents and warrants that this Agreement has been duly authorized by Grantee's agency submitting the Application (the "Applicant") and the person executing this Agreement is duly authorized by the Applicant to execute this Agreement on the Applicant's behalf. Grantee's County Administrative Officer or his/her designee ("CAO") shall also execute this Agreement on Grantee's behalf. In addition, Grantee shall seek Grantee's board of supervisor's approval or ratification of this Agreement and the execution by the CAO and the Applicant within sixty (60) days of the Effective Date. Should this Agreement and the execution of the CAO and the Applicant not be approved or ratified by Grantee's board of supervisors within such time, Board shall not provide, and shall not be obligated to provide, any additional funding under this Agreement for any reason unless Grantee provides Board with evidence acceptable to Board of Grantee's board of supervisor's approval or ratification before six (6) months after the Effective Date.

6. Interim and Final Progress and Project and Expenditure Reporting. Grantee shall provide an interim project and expenditure report ("Interim Report") and a final project and expenditure report ("Final Report") documenting the use of Grant Funds and such other matters as requested by the Board in a form specified by the Board. Grantee shall provide to Board the Interim Report no later than March 15, 2021. Grantee shall provide to Board the Final Report no later August 15, 2021.

7. Term. The term of this Agreement shall be from July 15, 2020 to January 14, 2022 unless otherwise extended in writing by mutual consent of the parties.

8. Termination. This Agreement may be terminated: (a) by mutual consent of the parties; (b) by either party upon thirty (30) days prior written notice of its intent to terminate; or, (c) by the Board immediately for Grantee's material failure to comply with the terms of this Agreement, including but not limited to the terms specified in paragraphs 2.D through E, 3, 4 5 and 6. Upon termination or expiration of the term, Grantee shall immediately refund any unused Grant Funds to the Board, and shall provide the Board with copies of any records generated by Grantee in performance of the Project and pursuant to the terms of this Agreement.

9. Costs. If any legal action or arbitration or other proceeding is brought to enforce the terms of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

10. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

11. Waiver. To be effective, the waiver of any provision or the waiver of the breach of any provision of this Agreement must be set forth specifically in writing and signed by the giving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.

12. No Third-Party Beneficiaries. The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall it be construed to, create any rights for the benefit of or be enforceable by any third party, including but not limited to any CMSP client.

13. Notices. Notices or other communications affecting the terms of this Agreement shall be in writing and shall be served personally or transmitted by first-class mail, postage prepaid. Notices shall be deemed received at the earlier of actual receipt or if mailed in accordance herewith, on the third (3rd) business day after mailing. Notice shall be directed to the parties at the addresses listed on Exhibit A, but each party may change its address by written notice given in accordance with this Section.

14. Amendment. All amendments must be agreed to in writing by Board and Grantee.

15. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective successors and assigns. Notwithstanding the foregoing, Grantee may not assign any rights or delegate any duties hereunder without receiving the prior written consent of Board.

16. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed by the laws of the State of California.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Dated effective July 15, 2020.

BOARD:
COUNTY MEDICAL SERVICES
PROGRAM GOVERNING BOARD

GRANTEE:
MONO COUNTY HEALTH DEPARTMENT
County Administrative Officer:

By: _____
Kari Brownstein, Administrative Officer

By: _____
Title: _____

Applicant:

By: _____
Title: _____

EXHIBIT A

GRANTEE: MONO COUNTY HEALTH DEPARTMENT

GRANT FUNDS:

Total Amount To Be Paid to Grantee under Agreement \$ 100,000.00

Amount to Be Paid Upon Execution Of This Agreement (07/15/20): \$50,000.00

Amount To Be Paid Following Receipt of Grantee's Interim Report
(03/15/21): \$40,000.00

Amount To Be Paid On Board's Determination and Acceptance of Grantee's Final Report
(08/15/21): \$10,000.00

If Funds will be Used to Purchase Personal Property, List Personal Property to be Purchased:

NOTICES:

Board:
County Medical Services Program Governing Board
Attn: Anna Allard, Grants Manager
1545 River Park Drive, Suite 435
Sacramento, CA 95815
(916) 649-2631 Ext. 120
(916) 649-2606 (facsimile)

Grantee:
Mono County Health Department
Attn: Lynda Salcido, Interim Public Health Director
PO Box 3329, 1290 Tavern Road Suite 246
Mammoth Lakes, CA, 93546
(760) 924 -1818
(760) 924- 1831 (facsimile)

EXHIBIT B
REQUEST FOR APPLICATIONS
BOARD'S REQUEST FOR APPLICATIONS



COVID-19 Emergency Response Grant (CERG) Program REQUEST FOR APPLICATIONS

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD

I. ABOUT THE COUNTY MEDICAL SERVICES PROGRAM

The County Medical Services Program (CMSP) was established in January 1983, when California law transferred responsibility for providing health care services to indigent adults from the State of California to California counties. This law provided counties with a population of 300,000 or fewer with the option of contracting back with the California Department of Health Services (DHS) to provide health care services to indigent adults.

In April 1995, California law was amended to establish the County Medical Services Program Governing Board (Governing Board) to govern and oversee CMSP. The Governing Board is composed of ten county officials and one ex-officio representative of the Secretary of the California Health and Human Services Agency. The Governing Board sets overall program and fiscal policy for CMSP for the thirty-five California counties that participate in CMSP (CMSP county). CMSP is funded by State Program Realignment revenue (sales tax and vehicle license fees) and County Participation Fees.

The Governing Board operates two benefit programs: CMSP and the Path to Health Pilot Project. CMSP members are medically indigent adults, ages 21 through 64, who are residents of a CMSP county, have incomes less than or equal to 300% of the Federal Poverty Level, and are not eligible for Medi-Cal or Covered California. Path to Health Pilot Project members are undocumented CMSP county residents, ages 26 and older, that are not otherwise eligible for CMSP and are eligible for and enrolled in emergency medical services (restricted scope) under the Medi-Cal program. Beyond CMSP Path to Health, the Governing Board operates various pilot projects and grant programs.

II. ABOUT THE CMSP COVID-19 EMERGENCY RESPONSE GRANT

The CMSP Governing Board seeks to support CMSP counties in responding to the COVID-19 pandemic emergency through the provision of funding to expand the delivery of services that support local preparedness, containment, recovery and response activities in CMSP counties affected by the novel coronavirus. The COVID-19 Emergency Response Grant (CERG) is intended to assist CMSP counties in addressing the needs of various low-income populations with or at-risk of COVID-19 conditions. Applications will be accepted starting April 10, 2020 and no later than August 31, 2020 and awards will be made on a rolling basis.

Examples of emergent needs that could be funded include:

1. Personal Protection Equipment (PPE), Healthcare Equipment and Supplies:

This includes items such as facemasks, gowns, hand sanitizer, and similar supplies

and equipment needed to assist public employees, local health care providers, non-profit human services providers, and first-responders in responding to the COVID-19 pandemic.

2. **Supportive Quarantine Services:** This includes items such as hotel vouchers, rent coverage, food, and personal hygiene supplies for uninsured or underserved populations.
3. **Public Employees Needed for Emergency Response:** This includes salary and fringe benefits for existing employees or new limited-term employees of CMSP county public health, health care, and behavioral health departments required to support and provide assistance to low-income individuals affected by the COVID-19 pandemic.
4. **Non-Profit Human Services Providers Needed for Emergency Response:** This includes community-based non-profit organizations providing emergency support to low-income individuals affected by the COVID-19 pandemic, including salaries and fringe benefits for existing or new limited-term employees.
5. **Public Information and Outreach:** This includes development of public messaging regarding COVID-19 services and emergency response, including radio, print, digital and other means of communication.

III. TARGET POPULATIONS

The target populations for CERG funding must focus on one or more of the following population groups within a CMSP county:

1. Uninsured and/or underinsured low-income adult residents seeking health care services and supports in response to COVID-19 conditions;
2. Specific low-income population groups in the county, including adults, identified as most at risk of COVID-19 conditions based upon current county data on risk and need;
3. Publicly supported low-income adult populations, including those on CMSP, Path to Health, Medi-Cal and/or Medicare, seeking health care services and supports in response to COVID-19 conditions;
4. Low-income adult residents with existing health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services and/or necessary shelter to address COVID-19 conditions.

IV. APPLICANT ELIGIBILITY

Lead Agency Applicant Requirements

COVID-19 Emergency Response Grants shall be focused within each CMSP County. They may focus on one geographic region of a county or operate countywide. The 35 CMSP counties are listed in [APPENDIX A](#).

Only **one** application will be considered from each CMSP County.

The Lead Agency Applicant shall be limited to one of the following CMSP county agencies: County Health and Human Services Agency, County Health Department, County Public Health Department or County Office of Emergency Services.

V. PROGRAM TIMELINE

The CERG program shall provide grant funding for a 12-month period. The following timeline shall guide the program:

| | |
|------------|---|
| 04/03/2020 | CERG Request for Applications (RFA) Released |
| 04/08/2020 | 1 st CERG RFA Assistance Webinar at 10:00 AM |
| 04/09/2020 | 2 nd CERG RFA Assistance Webinar at 2:00 PM |
| 04/10/2020 | CERG Grant Program Applications Accepted (begins) |
| 04/17/2020 | Approval of CERG Applications Begins (rolling basis) and Grant Awards Announced (by email and posted on CMSP website) |
| 04/20/2020 | Execution of Grant Award Agreements Begins (rolling basis) |
| 08/31/2020 | Final Date for Submission of CERG Applications (ends) |
| 11/20/2020 | Sixth-Month Grant Progress/Expenditure Reports Due (rolling basis) |
| 05/30/2021 | County Project and Expenditure Reports Due (rolling basis after 12 months following execution of Grant Award Agreement) |

VI. FUNDING AWARDS

The Governing Board, within its sole discretion, may provide funding to counties participating in CMSP for the COVID-19 Emergency Response Grant activities described in this RFA. As approved by the Governing Board on April 2, 2020 the maximum amount of funding available to each participating CMSP County is presented in [APPENDIX A](#). Further, the Governing Board, within its sole discretion, may release all or some portion of the amounts presented in [APPENDIX A](#). Total funding provided by the Governing Board for the COVID-19 Emergency Response Grant Program may equal up to \$10,145,976 for a 12-month grant period.

Unless otherwise determined by the Governing Board, following the Governing Board's approval of a county's COVID-19 Emergency Response Grant Program Application, the CMSP County will receive a total 12-month allocation. One-half (50%) of that amount will be allocated immediately upon execution of the CERG Agreement; forty-percent (40%) will be allocated six months from the Agreement execution date, provided the County submits a required Progress and Expenditure Report; and, ten percent (10%) will be allocated upon receipt of the County's final Project and Expenditure Report. Please refer to [APPENDIX B](#) for allowable and unallowable grant expenses.

VII. FUNDING AWARD DETERMINATION

The Governing Board shall have sole discretion on whether to award funding for a COVID-19 Emergency Response Grant. CERG program applications shall be reviewed to assure that the projects meet necessary standards for receipt of the COVID-19 Emergency Response Grant funding. CERG program applications will be reviewed for completeness in the following areas:

1. Summary of Proposed Grant Funded Activities
 - Description of specific needs to be addressed with grant funding
 - Description of target populations to be served
 - Description of anticipated organizations that will receive funding: eligible county departments and non-profit organizations
 - Description of anticipated services, staff and/or supplies that will be provided by each organization that receives funding (either directly or through subcontract)
2. Budget Request
 - Description of initial proposed use of Grant funds for services, staff and supplies and expected outcomes for each type of expenditure
 - Description of other anticipated COVID-19 funding sources, identified gaps, and coordination of funds
 - Budget (in accordance with the Budget template, [APPENDIX E](#))
3. Data Collection
 - Description of expected data to be collected to demonstrate impact of services provided

VIII. APPLICATION ASSISTANCE

A. RFA Assistance Webinars

To assist CMSP counties, Governing Board staff will conduct four RFA assistance webinars on the following dates and times:

Wednesday, April 8, 2020 at 10:00 AM

Zoom Link:

<https://zoom.us/j/778287474?pwd=ZEkyNGJWYWdsa0VUZ1I2SGFsQ21DZz09>

Zoom Meeting Number: 778 287 474

Zoom Password: 240783

Thursday, April 9, 2020 at 2:00 PM

Zoom Link:

<https://zoom.us/j/243212084?pwd=VHA4TzNqYkVOZUtUOWgxa2RJK2xyZz09>

Zoom Meeting Number: 243 212 084

Zoom Password: 190295

Wednesday, May 13, 2020 at 10:00 AM

Zoom Link:

<https://zoom.us/j/97205692455?pwd=T1NTbINISHBBekRvYUUXSjFIUkwzZz09>

Zoom Meeting Number: 972 0569 2455

Zoom Password: 464097

Wednesday, June 3, 2020 at 1:00 PM

Zoom Link:

<https://zoom.us/j/98391210838?pwd=czN0WFVSR2lkVnpsbnQrU1RMZXJGdz09>

Zoom Meeting Number: 983 9121 0838

Zoom Password: 812160

Applicants are encouraged to bring any questions they have regarding the CERG Program requirements and the application process to these webinars.

B. Frequently Asked Questions (FAQ)

Once the application process gets underway, questions that are received by the Governing Board will be given written answers and these questions and answers will be organized into a Frequently Asked Questions (FAQ) document that will be posted on the Governing Board's website under the [COVID-19 Emergency Response Grant Program website page](#).

C. Contact Information

Please direct any questions regarding the RFA to Anna Allard, Grants Manager at aallard@cmspcounties.org or by phone at 916-649-2631 x120.

IX. APPLICATION INSTRUCTIONS & REQUIREMENTS

- A. Applications may be submitted beginning April 10, 2020 through August 31, 2020 at 5:00 PM PST.
- B. Submit all applications via email to grants@cmspcounties.org. Please include the "County name" and "CERG Application" in the subject line of the email.
- C. All applications must be complete at the time of submission and must use the required forms provided. The required forms are available for download on the [COVID-19 Emergency Response Grant Program website page](#).
 1. Completed [CERG Cover Sheet \(APPENDIX C\)](#). The cover sheet must be signed by the Applicant Agency and by the County Administrative Officer, or their designee, of the County requesting the CERG.

- i. Please include a PDF of the signed version of the CERG Cover Sheet ([APPENDIX C](#)).
 - ii. Please also include an Excel file of the unsigned version of the CERG Cover Sheet ([APPENDIX C](#)).
 2. Completed [CERG Request Form \(APPENDIX D\)](#).
 3. Completed [CERG Budget Template \(APPENDIX E\)](#). Funding requests must not exceed the maximum funding amount for each CMSP county listed within [APPENDIX A](#). Proposed expenditures must be in alignment with the allowable uses of grant funds listed in [APPENDIX B](#). Administrative and/or overhead expenses cannot equal more than 15% of the total project expenditures.
- D. Do not provide any materials that are not requested, as reviewers will not consider the materials.
- E. Only **one** application will be considered from each CMSP County.

X. APPENDICES

[APPENDIX A: Maximum Funding Amount by CMSP County](#)

[APPENDIX B: Allowable Use of Grant Funds](#)

[APPENDIX C: CERG Cover Sheet](#)

[APPENDIX D: CERG Request Form](#)

[APPENDIX E: CERG Budget Template](#)

EXHIBIT C
APPLICATION
GRANTEE'S APPLICATION

APPENDIX C: COVER SHEET
CMSP COVID-19 EMERGENCY RESPONSE GRANT (CERG) PROGRAM

1. CMSP County to Be Served: Mono County

2. Funding Request:
Requested Amount : \$100,000

3. Lead Agency Applicant:

Organization: Mono County Health Department Tax ID Number: 95-6005661
Applicant's Director: Sandra Pearce
Title: Public Health Director
Address: PO Box 3329, 1290 Tavern Road Suite 246
City: Mammoth Lakes State: Ca Zip Code: 93546 County: Mono
Telephone: 760.924.1818 Fax: 760.924.1831
Email address: spearce@mono.ca.gov

4. Primary Contact Person (Serves as lead contact for the project):

Name: Sandra Pearce
Title: Public Health Director
Organization : Mono County Health Department
Address: PO Box 3329, 1290 Tavern Road Suite 246
City: Mammoth Lakes State: Ca Zip Code: 93546 County: Mono
Telephone: 760.924.1818 Fax: 760.924.1831
Email address: spearce@mono.ca.gov

5. Secondary Contact Person (Serves as alternate contact):

Name: Stephanie Butters
Title: Public Health Fiscal & Administrative Officer
Organization : Mono County Health Department
Address: PO Box 476, 37 Emigrant Street
City: Bridgeport State: Ca Zip Code: 93517 County: Mono
Telephone: 760.932.5587 Fax: 760.924.1831
Email address: sbutters@mono.ca.gov

6. Financial Officer (Serves as Fiscal representative for the project):

Name: Stephanie Butters
Title: Public Health Fiscal & Administrative Officer
Organization : Mono County Health Department
Address: PO Box 476, 37 Emigrant Street
City: Bridgeport State: Ca Zip Code: 93517 County: Mono
Telephone: 760.932.5587 Fax: 760.924.1831
Email address: sbutters@mono.ca.gov

CMSP COVID-19 Emergency Response Grant (CERG) Program

Agreement:

By submitting this application for CMSP COVID-19 Emergency Response Grant, the applicant signifies acceptance of the applicant's responsibility to comply with all requirements stated in the Request for application (RFA) authorized by the County Medical Services Program Governing Board (Governing Board). Further, the applicant understands that should the Governing Board award grant funding to the applicant, the Governing Board is not obligated to fund the grant until the applicant submits the correct and complete documents as required for the grant agreement; the Governing Board is otherwise satisfied that the applicant has fully met all Governing Board requirements for receipt of grant funding; and the grant agreement between the Governing Board and the applicant has been fully executed. The Governing Board shall have sole discretion on whether or not to award grant funding of any amount of the applicant.

I declare that I am the authorized representative of the applicant described herein. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Cover Sheet and the attached response to the CMSP COVID-19 Emergency Response Grant is true and correct.

County Administrative Officer

Signature:  **Date:** 6/10/2020
Name: Robert Lawton
Title: County Administrative Officer
Organization: Mono County
Address: PO Box 696, 74 N. School Street
City: Bridgeport **State:** Ca **Zip Code:** 93517 **County:** Mono
Telephone: 760.932.5415 **Fax:** 760.932.5411
Email address: rlawton@mono.ca.gov

Lead Agency Director

Signature: 
Sandra Pearce (Jun 10, 2020 08:52 PDT) **Date:** 6/10/2020
Name: Sandra Pearce
Title: Public Health Director
Organization: Mono County Health Department
Address: PO Box 3329, 1290 Tavern Road Suite 246
City: Mammoth Lakes **State:** Ca **Zip Code:** 93546 **County:** Mono
Telephone: 760.924.1818 **Fax:** 760.924.1831
Email address: spearce@mono.ca.gov

APPENDIX D: REQUEST FORM
CMSP COVID-19 EMERGENCY RESPONSE GRANT (CERG) PROGRAM

1) COUNTY NAME: *Mono County*

2) TARGET POPULATION:

a. Please indicate below which one or more target population(s) the CMSP COVID-19 Emergency Response Grant Program will be focused on by **placing an X** next to the corresponding target population(s):

- Uninsured and/or underinsured low-income adult county residents seeking health care services and supports in response to COVID-19 conditions;
- Specific low-income population groups in the county identified as most at risk of COVID-19 conditions based upon current data on risk and need;
- Publicly supported populations, including those on CMSP, Path to Health, Medi-Cal and/or Medicare, seeking health care services and supports in response to COVID-19 conditions;
- Low-income adult residents with existing health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services to address COVID-19 conditions.

b. Please briefly describe each of the target populations you have identified and the services or interventions that will be supported with CERG funding to address the needs of each of these target populations.

As of June 8, 2020, Mono County has tested 823 community members for COVID-19, with 37 positive test results and 1 death. Mono County has one of the highest per capita rates of COVID-19 in the State, with a population of approximately 14,400. In Mono County, the white, non-Hispanic population is 65%, the population with Hispanic origin is 28%, the American Indian population is 3%, and the Asian population is 2%. While the Hispanic/Latino population is 28%, the case data shows that 62% of Mono County's positive COVID-19 cases are Hispanic/Latino adults. This rate shows the disparity of health for our local Hispanic/Latino adult population, many of whom are uninsured, low-income, and have limited English proficiency. As noted in the 2019 Mono County Community Health Needs Assessment (CHNA), limited English proficiency impacts many aspects of an individual's life, including access to care. The percentage of limited English households in Mono County is 6.5%, and 9.5% of the population has limited English proficiency. 25.1% of Mono County residents speak a language other than English at home. This group of community members comprises the first two target populations noted in the response (a), and has barriers to accessing medical care, services, and health information related to COVID-19.

The third target population as noted in response (a), is the publicly supported populations, especially Medicare recipients, seeking health care services and supports related to COVID-19. As noted by the Center for Disease Control and Prevention (CDC), people who

are 65 years and older are at high-risk for severe illness, complications, and death from COVID-19. Medicare recipients/older adults tend to live in the more rural parts of Mono County, where the elevation is lower, the temperatures are warmer, and there is less snow. However, the rural areas of Mono County are further from healthcare facilities. The 2019 CHNA highlighted the major challenge of accessing care in the rural parts of the County due to limited transportation, distance to travel for services, and the difficulty of travel to Mammoth Lakes especially in the winter due to adverse weather conditions. While the data shows that the rural communities have not been as heavily impacted by the disease burden of COVID-19 (35 cases in Mammoth Lakes area, 2 cases outside of Mammoth Lakes area), the risk of complications for older adults is greater, hence the importance of reducing barriers to accessing healthcare and preventive education to these community members.

To address access to care and health information related to COVID-19, CERG funding will be used to support the following interventions for the 3 target populations discussed:

- Mono County COVID-19 Nurse Hotline
- COVID-19 Contact Tracing and Case Management
- COVID-19 Pop-up Testing Sites
- COVID-19 Joint Information Center (JIC) Outreach

These programs enable Mono County to deliver services to the target populations, supporting the response to and containment of COVID-19 disease locally. Through the Nurse Hotline, Contract Tracing and Case Management, and Pop-up Testing programs, Mono County Health Department expects to directly serve 700 individuals per month, with this estimate derived from those served in these programs in June 2020 (708 actual). As for JIC Outreach, the Health Department expects to have 40,000 impressions weekly from the Public Health social media pages, with this estimate derived from the Weekly Media Metrics Report from the week of June 22, 2020 (42,755 actual).

3) PROPOSED PARTNER ORGANIZATIONS

Please describe the anticipated organizations that will receive CERG funding including eligible county departments and non-profit organizations.

Mono County Health Department anticipates using the full funding amount.

4) BUDGET REQUEST

- a. Applicants are required to complete and submit APPENDIX E: CERG Budget Template.
- b. Describe other anticipated COVID-19 funding sources, identified gaps, and how CERG funds will be coordinated with other efforts.

Mono County Health Department has a variety of funding sources that are being used for the COVID-19 response, however there are concerns and gaps with using each of these sources, and we expect a deficit of financial resources:

Public Health Realignment: *Realignment is Public Health's only source of discretionary funding which is used to support unfunded Public Health mandates and to backfill funding gaps in programs supported by State and Federal sources. Realignment funds are made up of sales tax and vehicle license fees, both of which have been significantly affected by the COVID-19 pandemic. With the economic downturn the Health Department has already seen impacts to our current year Realignment and we are anticipating drastic reductions moving into FY 2020-21.*

CDPH Infectious Disease Grant: *The Infectious Disease grant funds have been authorized to cover costs associated with COVID-19 response and are fairly unrestricted in use. These funds were originally earmarked to increase our capacity in our HIV/STD and Vector Borne Disease programs. We have since considered redirecting these funds to cover costs associated with the COVID-19 pandemic.*

Public Health Emergency Preparedness (PHEP) Funding: *The annual grant allocation can be used for the mitigation of COVID-19 and is being used for Public Health staff currently budgeted. Mono County received an additional allocation from the federal government in the form of PHEP Crisis Response funding. This allocation was available for use beginning on March 5, 2020. The funding is being used for additional public health staff time for preparedness activities such as planning, information sharing and mitigation of disease. However, this funding does not cover medical interventions such as nurse coverage of the COVID hotline for testing referrals and COVID testing. These unallowable activities are included in the proposed activities for the CMSP CERG grant.*

FEMA Funding: *Mono County is coordinating with FEMA to assist in covering the County-wide COVID-19 response including temp emergency hires, however this funding cannot be used for existing public health personnel and requires a 25% local match. As such, the CMSP CERG grant would be used to fund existing public health personnel working on COVID-19 response efforts.*

- c. Describe the proposed use of CERG funds for services, staff and supplies and expected outcomes in the six (6) categories provided below. If no activities are proposed for a specific category, please write "CERG funds are not requested". Proposed expenditures must be in alignment with the allowable uses of grant funds listed in APPENDIX B.

Personal Protection Equipment (PPE), Healthcare Equipment and Supplies:

This includes items such as facemasks, gowns, hand sanitizer, and similar supplies and equipment needed to assist public employees, local health care providers, non-profit human services providers, and first-responders in responding to the COVID-19 pandemic.

CERG funds are not requested

Supportive Quarantine Services:

This includes items such as hotel vouchers, rent coverage, food, and personal hygiene supplies for uninsured or underserved populations.

CERG funds are not requested

Public Employees Needed for Emergency Response:

This includes salary and fringe benefits for existing employees or new limited-term employees of CMSP county public health, health care, and behavioral health departments required to support and provide assistance to low-income individuals affected by the COVID-19 pandemic.

Mono County COVID-19 Nurse Hotline

This is a free, bi-lingual hotline (English and Spanish), available seven days a week from 8am to 5pm, connected through the Mono-County 211 information system. Community members are encouraged to call the hotline to speak to a local nurse if they are sick, may have been exposed to COVID-19, or are interested in getting testing. By providing health education and an initial assessment over the phone, the nurse hotline eliminates the need for unnecessary trips to a healthcare facility and helps coordinate care for those who need medical attention and/or COVID-19 testing. The nurses are able to connect symptomatic

community members or case contacts for testing at local healthcare facilities or at home if needed. This referral process enables the medical provider to prepare in advance for receiving a potentially infectious community member, which in turn protects local healthcare workers and other individuals at the facility from a higher risk of exposure to the virus. Asymptomatic community members and essential workers returning to work are referred to pop-up testing sites located throughout the County. In addition, to access to medical care and testing, the hotline provides an opportunity to assess for additional supports, resources, and referrals that the client may need. Such an example would be an individual on home-isolation, who needs assistance with getting food, who would be referred to the Community Services Branch of the COVID-19 response.

The nurse hotline is staffed by a combination of existing public health nurses and translators, in addition to temp hires brought on for the COVID-19 response. The temp hires are covered by FEMA funding, while CERG funding would be used to cover existing public health staff who are schedules for shifts on the hotline. Existing public health personnel includes 3 nurses and 4 bilingual staff members.

The expected outcomes of the nurse hotline are to increase accessibility to health education, nursing assessment and medical care, testing, and support services for all target groups, thereby reducing the chances of those with COVID-19 from spreading it in the community and containing the disease.

COVID-19 Contact Tracing and Case Management

When the Mono County Health Department receives a positive COVID-19 test result, the case is assigned to a Case Investigator who gathers information that is needed for State surveillance and identifying contacts. The investigator identifies places where and people who may have exposed the case. Additionally, the investigator asks about close, household, work, and other contacts, getting names, phone numbers, places of work, and health status. If needed, isolation orders are issued for the case over the phone, and resources to go on isolation are discussed. Some cases may be set up at a local hotel for their isolation period to protect the other members of their household from exposure to COVID-19. For the contacts identified by the case, the investigator asks the same questions, contact and household members are referred for testing, and the contacts are asked to call the nurse hotline if they or anyone in the home develop symptoms. Similarly, isolation orders may be issued for contacts who are ill, and quarantine orders issued for contacts who are asymptomatic. Resources and supports to go on isolation or quarantine are discussed. If the case has a workplace or school exposure, the manager/agency director is notified of the positive test so that the case contact tracking process can continue. For those individuals on isolation or quarantine who need additional support, a Case Manager is assigned to provide daily check-ins and referrals as needed for food, household supplies, medications, and other supports such as behavioral health services.

The contact tracing and case management team is staffed by a combination of existing public health personnel, in addition to temp hires brought on for the COVID-19 response. The temp hires are covered by FEMA funding, while CERG funding would be used to cover existing public health personnel. Mono County Public Health Nurses serve as subject matter experts and provide the training and tools necessary for the team. Existing public health personnel on the case tracking team includes 6 nurses and 4 bilingual staff members.

The expected outcomes of the case tracking team are to increase accessibility to health education, medical care, testing, and support services including out of home isolation and quarantine lodging for all target groups, thereby reducing the chances of those with COVID-19 from spreading it in the community and containing the disease.

COVID-19 Pop-up Testing Sites

In collaboration with the local Emergency Operation Center, Mono County Health Department has developed a schedule for walk-up, outdoor COVID-19 testing sites throughout the County. At each of these sites, educational materials about the nurse hotline and COVID-19 are dispersed, along with free hand sanitizer and face coverings. Community members can also be tested for COVID-19 for free. These pop-up booths have been the most successful form of outreach for our Hispanic/Latino community. Many were not aware of all of the bilingual COVID-19 information and materials being shared throughout the County, or about the nurse hotline.

The pop-up testing sites are staffed by a combination of existing public health personnel, in addition to temp hires brought on for the COVID-19 response. The temp hires are covered by FEMA funding, while CERG funding would be used to cover existing public health staff traveling to, setting up, and providing support, testing, and outreach at the pop-up testing sites. Existing public health personnel includes 4 nurses and 4 bilingual staff members.

The expected outcomes of the pop up testing sites are to increase accessibility to health education, nursing assessment and medical care, and testing for all target groups, thereby reducing the chances of those with COVID-19 from spreading it in the community and containing the disease.

COVID-19 Joint Information Center (JIC) Outreach

During the course of this pandemic, Mono County Health Department and the Emergency Operations Center (EOC) have emphasized the primary goal of delivering timely, accurate and transparent information about COVID-19 spread and how it is being managed, and mitigating phobia with facts. The Joint Information Center (JIC) was established by the EOC on March 16, 2020 and integrates incident information and public affairs, coordinating frequent and consistent communication with the public and media through a variety of platforms. All materials are produced in English and Spanish, with the objective of culturally connecting with community members through their preferred communication sources and disseminating Latino centric messages throughout the entire county. The JIC uses the following platforms and mediums to reach all communities within Mono County: COVID-19 portal & partner websites, Daily Brief, social media (Facebook/ Instagram/ Twitter/ YouTube), email subscription lists (Town/ County), print ads & flyers, notice boards, changeable message signs, in-person outreach (food banks/ pop-up test sites), virtual Zoom meetings (Community Conversation/ Town Hall/ Community Coffee), weekly community message videos (BOS Chairperson/ Town Mayor), micro campaigns (#StayHomeMono/ #CoverUpMono/ Recreate Responsibly), media relations (newspaper/ radio/ Eastern Sierra PIO team).

The JIC team is staffed by existing public health personnel, Town and County employees, Public Information Officers, and temp hires brought on for the COVID-19 response. CERG funding would only be used to cover staff time for 2 existing public health personnel working to achieve the goals of the JIC.

The expected outcomes of the JIC team are to provide timely, accurate and transparent information about COVID-19 to all target groups through their preferred communication sources in a culturally appropriate manner. Thereby increasing accessibility to health education, medical care, testing, and support services, and containing COVID-19 in the County.

| Employee Name | Title | FTE | Annual Salary | Annual Benefits | Total S & B per FTE |
|--------------------|------------------------------------|--------|---------------|-----------------|---------------------|
| Croissant, Jacinda | Health Program Manager/PH Nurse | 10.00% | \$93,061.45 | \$46,745.01 | \$13,980.65 |
| Cruz-Garcia, Nancy | Fiscal Technical Specialist IV | 1.00% | \$61,212.33 | \$47,027.48 | \$1,082.40 |
| Galvan, Melissa | Public Health Nursing Professional | 10.00% | \$70,022.61 | \$1,715.57 | \$7,173.82 |
| Gonzalez, Maria | Fiscal Technical Specialist IV | 1.00% | \$79,197.85 | \$54,359.82 | \$1,335.58 |
| Kemmeter, Lauren | Community Health Program Coord | 10.00% | \$67,540.72 | \$29,246.80 | \$9,678.75 |
| Wilson, Olivia | Community Health Outreach Spec | 1.00% | \$56,810.88 | \$23,686.84 | \$804.98 |
| Pearce, Sandra | Public Health Director | 8.47% | \$130,084.10 | \$75,370.28 | \$17,395.82 |
| Roman, Lean | Fiscal Technical Specialist IV | 1.00% | \$65,191.13 | \$35,382.84 | \$1,005.74 |
| Salcido, Lynda | Public Health Nursing Professional | 1.00% | \$31,020.38 | \$759.94 | \$317.80 |
| Stockdale, Shelby | Health Program Manager/PH Nurse | 1.00% | \$93,061.45 | \$37,964.25 | \$1,310.26 |
| Wheeler, Bryan | Health Program Manager/PH Nurse | 20.00% | \$97,714.51 | \$56,858.01 | \$30,914.50 |
| | | | | Total EE Cost | \$85,000.00 |

Non-Profit Human Services Providers Needed for Emergency Response:

This includes community-based non-profit organizations providing emergency support to low-income individuals affected by the COVID-19 pandemic, including salaries and fringe benefits for existing or new limited-term employees.

CERG funds are not requested

Public Information and Outreach:

This includes development of public messaging regarding COVID-19 services and emergency response, including radio, print, digital and other means of communication.

CERG funds are not requested

Administration/Overhead Expenses:

Administrative and/or overhead expenses cannot equal no more than 15% of the total project expenditures.

CERG funding will be used to cover administrative and overhead expenses which include

2 CFR Part 200 Cost Plan charges for indirect costs allocated through the County's cost plan, workers' compensation insurance premiums, liability insurance premiums, audit expenses, time study software expenses, technology expenses, indirect travel/training, facility costs, and the cost of administrative staff time.

5) DATA COLLECTION AND REPORTING

Describe the expected data to be collected to document the services provided with CERG funding and to demonstrate the impact of services provided. Also, please identify the lead staff person(s) responsible for preparation of the required progress and expenditure reporting.

In order to document services provided with CERG funding, data collected will include:

- Number of calls received on the Nurse Hotline
- Number of individuals referred for medical care and/or COVID testing
- Number of individuals provided case tracking and case management services
- Number of pop-up testing site outreach events and locations where services were provided
- Number of individuals who received testing at a pop-up testing site

- Demographic data for individuals served including age, race/ethnicity, gender and geographic distribution in the County.
- Number of media pieces produced and distributed by the JIC team
- Weekly media metrics report
- COVID-19 case count at the beginning and end of the project period

In addition to collecting the data points, a project summary describing quality improvement processes, strengths, and barriers will be completed to demonstrate the impact of services provided.

Mono County Health Department will be responsible for preparing the required progress and expenditure reporting. These preparation and submission of these reports will be overseen by the Public Health Director and Public Health Fiscal and Administrative Officer.

6) APPLICATION CHECK LIST

- Only **one** application will be considered from each CMSP County.
- Please read the CMSP COVID-19 Emergency Response Grant (CERG) Program Request for Applications available at <https://www.cmspcounties.org/covid-19-county-grants/>.
- Applications may be submitted beginning April 10, 2020 through June 10, 2020 at 5:00 PM PST.
- Submit application via email to grants@cmspcounties.org. Please include the “County Name” and “CERG Application” in the subject line of the email.
- Application must be complete at the time of submission and must use the required forms provided.
- The required forms are available for [download](#):
 - Completed CERG Cover Sheet (APPENDIX C). The cover sheet must be signed by the Applicant Agency and by the County Administrative Officer, or their designee, of the County requesting the CERG.
 - Please include a PDF of the signed version of the CERG Cover Sheet (APPENDIX C).
 - Please also include an Excel file of the unsigned version of the CERG Cover Sheet (APPENDIX C).
 - Completed CERG Request Form (APPENDIX D).
 - Completed CERG Budget Template (APPENDIX E).
- Do not provide any materials that are not requested, as reviewers will not consider the materials.

**APPENDIX E: BUDGET TEMPLATE
CMSP COVID-19 EMERGENCY RESPONSE GRANT (CERG) PROGRAM**

County: Mono

Instructions: Please complete the sections shaded in blue. CMSP counties are permitted to apply up to the maximum amount of funding allowed per CMSP county listed in APPENDIX A over a one-year project period. The amount requested cannot exceed the total amount allowed per CMSP county. Please enter your best estimate of funds to be spent in the following six (6) categories. Please refer to APPENDIX B for information regarding allowable and unallowable grant expenses. Administrative and/or overhead expenses cannot equal no more than 15% of the total project expenditures.

In addition to completing this Budget Template, applicants need to describe their requested funds in Section 4 of the CERG Request Form (APPENDIX D). Please be aware that awarded CMSP counties will be required to submit a detailed budget as part of the Sixth-Month Grant Progress/Expenditure Report.

| Category | Amount Requested |
|---|------------------|
| Personal Protection Equipment (PPE) and Supplies | |
| Supportive Quarantine Services | |
| Public Employees Needed for Emergency Response | \$ 85,000.00 |
| Non-Profit Human Services Providers Needed for Emergency Response | |
| Public Information and Outreach | |
| Administration/Overhead Expenses (limited to 15%) | \$ 15,000.00 |

| | |
|----------------------|----------------------|
| Total Request | \$ 100,000.00 |
|----------------------|----------------------|

EXHIBIT D

**COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD
GRANTEE DATA SHEET**

| | |
|------------------------------------|---|
| Grantee's Full Name: | MONO COUNTY HEALTH DEPARTMENT |
| Grantee's Address: | MONO COUNTY HEALTH DEPARTMENT PO BOX 3329, 1290 TAVERN ROAD SUITE 246 MAMMOTH LAKES, CA, 93546 |
| Grantee's CAO: (Name and Title) | ROBERT LAWTON COUNTY ADMINISTRATIVE OFFICER |
| Grantee's Phone Number: | (760)-932-5415 |
| Grantee's Fax Number: | (760)-932-5411 |
| Grantee's Email Address: | rlawton@mono.ca.gov |
| Grantee's Tax Id# [EIN]: | 95-6005661 |

I declare that I am an authorized representative of the Grantee described in this Form. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Form is true and correct.

GRANTEE: MONO COUNTY HEALTH DEPARTMENT

County Administrative Officer:

Mono County Board of Supervisors

By: _____
Title: _____

By: _____
Title: _____

Applicant:

By: _____
Title: _____



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 11, 2020

Departments: Public Works Department

TIME REQUIRED

SUBJECT Twin Lakes Road Maintenance
Project - Invitation for Bids

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Authorization to Issue Invitation for Bids for the Twin Lakes Road Maintenance Project.

RECOMMENDED ACTION:

Approve bid package and authorize the Public Works Department to advertise the Project for bids.

FISCAL IMPACT:

None at this time. If a contractor is selected and a contract awarded by the Board, approximately \$1,100,000 in Road Maintenance and Rehabilitation Account, Senate Bill 1 funds.

CONTACT NAME: Kalen Dodd, Associate Engineer

PHONE/EMAIL: (760) 932-5452 / kdodd@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|--------------------------------|
| Click to download |
| Staff Report |
| Project Plans |
| Project Manual |

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 8/6/2020 1:55 PM | County Administrative Office | Yes |
| 8/6/2020 10:41 AM | County Counsel | Yes |

8/6/2020 2:46 PM

Finance

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: August 4, 2020
To: Honorable Chair and Members of the Board of Supervisors
From: Kalen Dodd, Associate Engineer
Re: Twin Lakes Road Maintenance Project

Recommended Action:

Approve bid package and authorize the Public Works Department to advertise the project for bids.

Fiscal Impact:

This project is estimated to cost approximately \$1,100,000 and is funded with Senate Bill No. 1 (SB1) funds.

Background:

The project will extend along Twin Lakes Road from Bridgeport to the end of the road in Twin Lakes. The project will include application of slurry seal to the asphalt, paint restriping and sign replacement. Some additional striping and signs will be installed in accordance with the current California Manual on Uniform Traffic Control Devices.

Approval of the bid documents at this meeting will allow advertising to take place and completion of the project during the 2020 construction season.

This project is exempt from the California Environmental Quality Act (CEQA Section 15301, Class 1, Type C) and a Notice of Exemption will be recorded for this project by the Public Works Department.

Please contact me at 760 932 5452 or by email at KDodd@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,



Kalen Dodd, PE
Associate Engineer

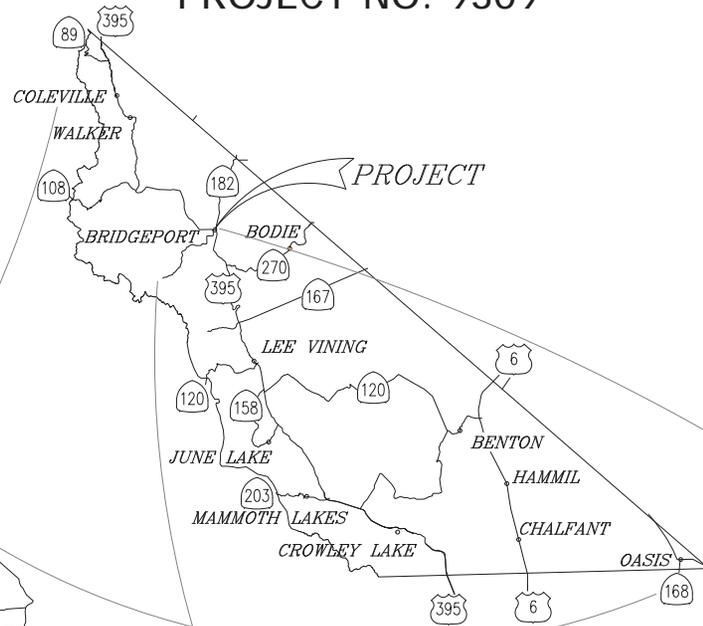
Attachments: Project Manual
Project Plans

MONO COUNTY PUBLIC WORKS DEPARTMENT TWIN LAKES ROAD MAINTENANCE PROJECT

PROJECT NO. 9309



CALIFORNIA



MONO COUNTY



PLAN SHEET INDEX

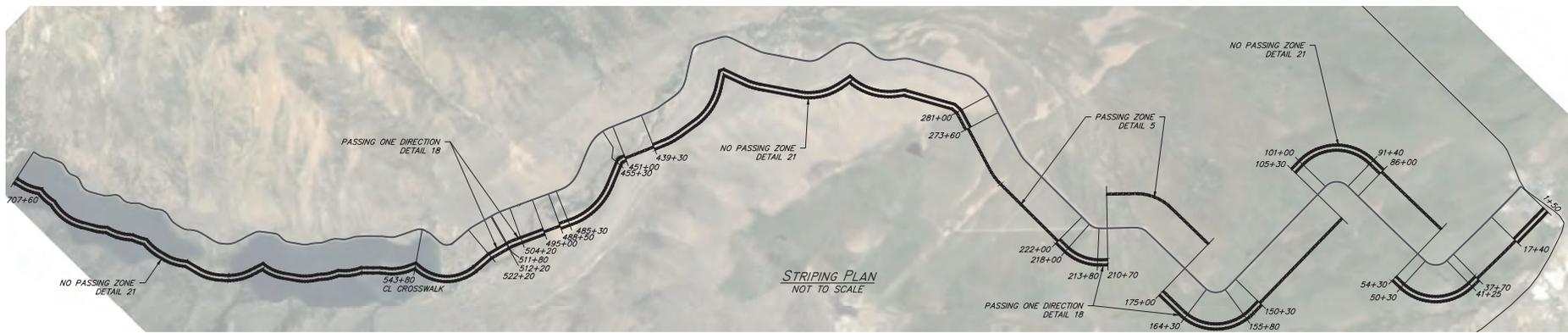
| | |
|----|---------------------------|
| 1 | TITLE SHEET |
| 2 | DETAILS AND STRIPING PLAN |
| 3 | STA 1+00 TO STA 40+00 |
| 4 | TO 52 |
| 5 | TO 90 |
| 6 | TO 102 |
| 7 | TO 142 |
| 8 | TO 166 |
| 9 | TO 200 |
| 10 | TO 234 |
| 11 | TO 275 |
| 12 | TO 316 |
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| 17 | TO 461 |
| 18 | TO 489 |
| 19 | TO 531 |
| 20 | TO 559 |
| 21 | TO 602 |
| 22 | TO 632 |
| 23 | TO 661 |
| 24 | TO 690 |
| 25 | TO 707+94 |



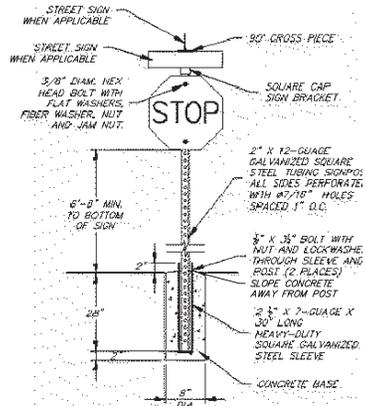
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| MONO COUNTY PUBLIC WORKS DEPARTMENT | |
| Drawing Date: 06/18/2020 | Rev. # |
| Prepared By: KWD | Date |
| Checked By: GRH | Revision |

TWIN LAKES ROAD MAINTENANCE PROJECT
PROJECT NUMBER 9309
TITLE SHEET
PROJECT LOCATION MAP & PLAN SET INDEX

SHEET
1

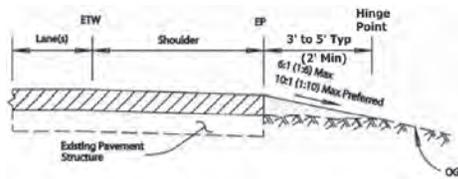


STRIPING PLAN
NOT TO SCALE

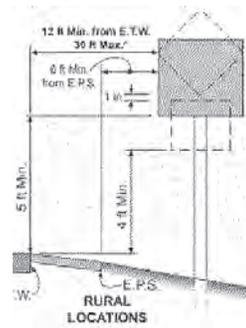


SIGN INSTALLATION
NOT TO SCALE

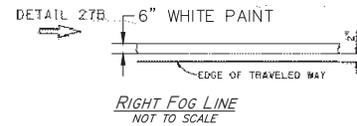
- NOTES:
- SIGN MATERIALS, CONSTRUCTION AND PLACEMENT SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
 - SIGNS SHALL BE MOUNTED WITH TAMPER-PROOF HARDWARE. USE BRACKETS WHEN POSSIBLE INSTEAD OF DRILLING.



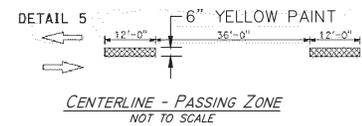
SHOULDER BACKING INSTALLATION
NOT TO SCALE



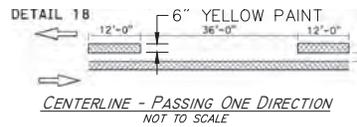
SIGN PLACEMENT
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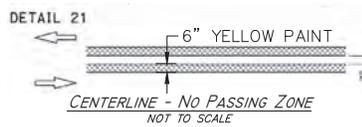
RIGHT FOG LINE
NOT TO SCALE



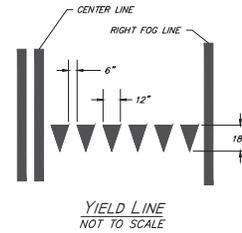
CENTERLINE - PASSING ZONE
NOT TO SCALE



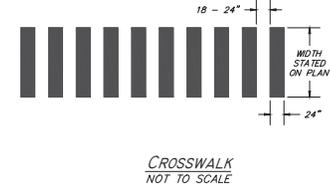
CENTERLINE - PASSING ONE DIRECTION
NOT TO SCALE



CENTERLINE - NO PASSING ZONE
NOT TO SCALE



YIELD LINE
NOT TO SCALE



CROSSWALK
NOT TO SCALE



PLAN SHEET KEY MAP
NOT TO SCALE



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| MONO COUNTY PUBLIC WORKS DEPARTMENT | |
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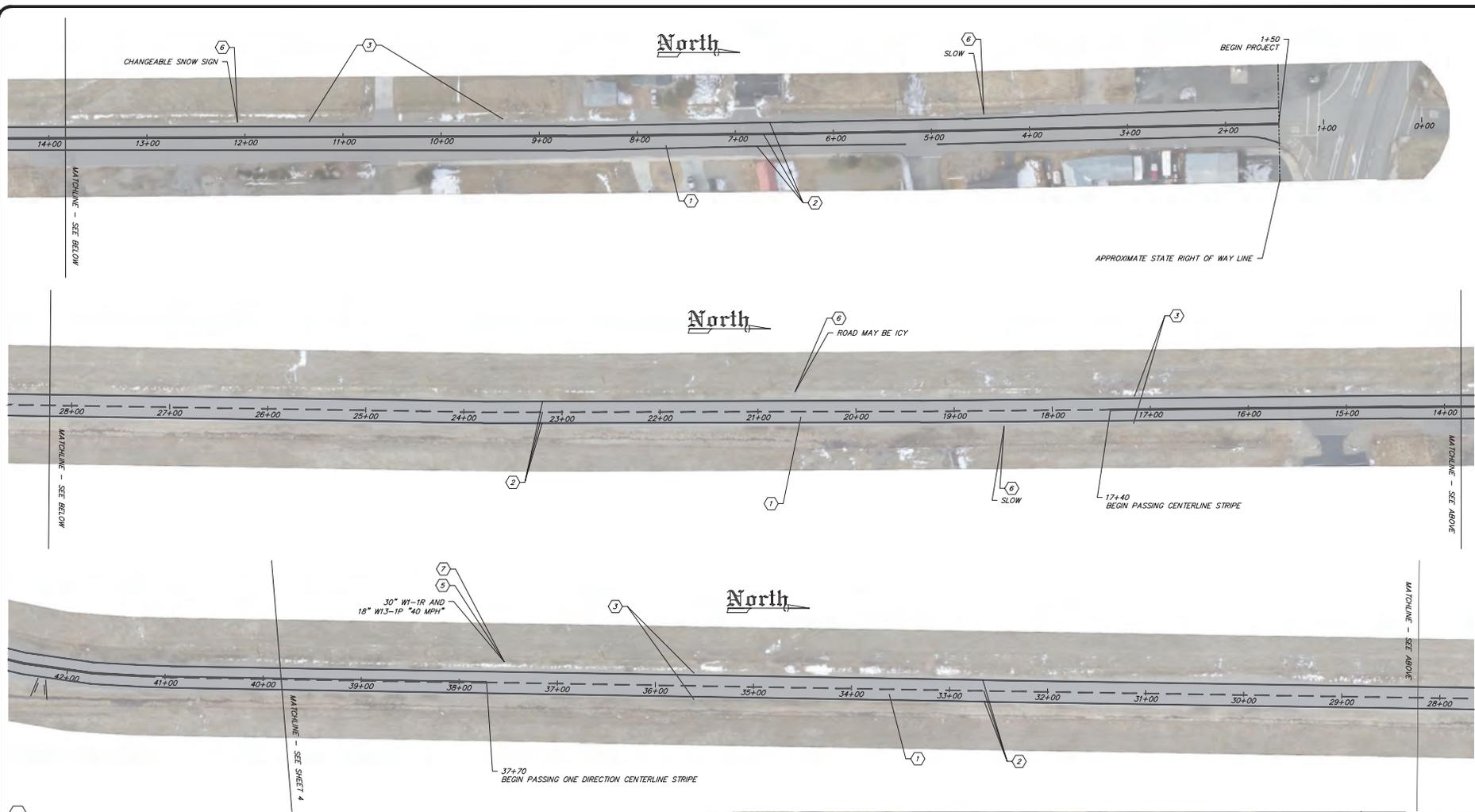
TWIN LAKES ROAD MAINTENANCE PROJECT
PROJECT NUMBER 9309
DETAILS AND STRIPING PLAN



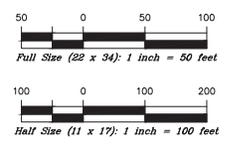
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| MONO COUNTY PUBLIC WORKS DEPARTMENT | |
| Rev.# | Date |
| 06/18/2020 | |
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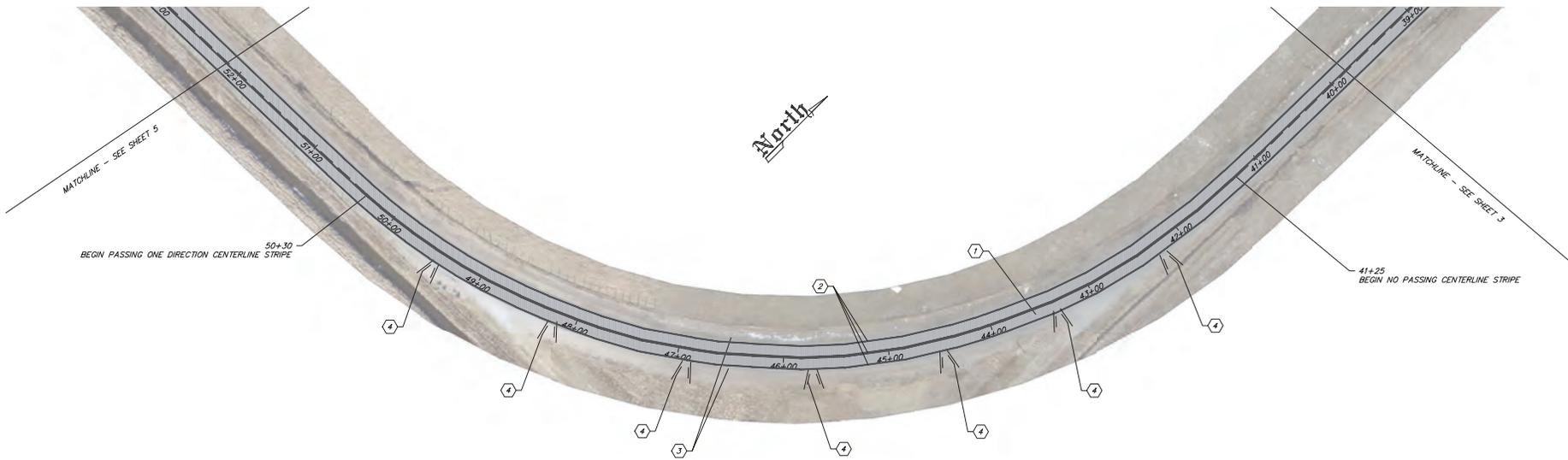
TWIN LAKES ROAD MAINTENANCE PROJECT
 PROJECT NUMBER 9309
 TWIN LAKES ROAD STATION 1+00 TO 40+00

SHEET
3

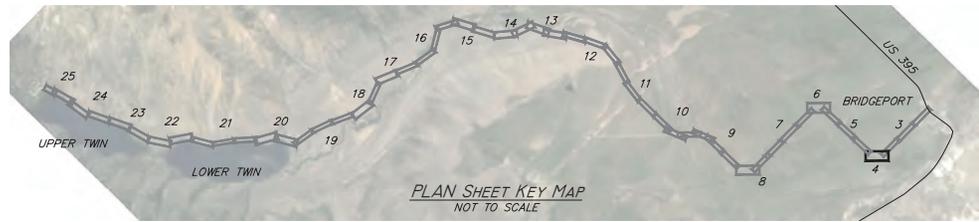
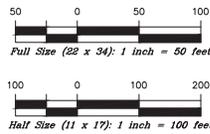


- CONSTRUCTION LEGEND**
1. SLURRY SEAL EXISTING ROADWAY PER SECTION 37 OF THE PROJECT SPECIFICATIONS.
 2. STRIPE CENTERLINE AND FOG LINES PER DETAILS ON SHEET 2 AND SECTION 84 OF THE PROJECT SPECIFICATIONS.
 3. INSTALL SHOULDER BACKING PER SECTION 19 OF THE PROJECT SPECIFICATIONS AS NEEDED.
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 5. INSTALL NEW SIGN PER DETAIL ON SHEET 2 AND SECTION 82 OF THE SPECIFICATIONS.
 6. EXISTING SIGN TO REMAIN.
 7. REMOVE EXISTING SIGN.





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MONO COUNTY PUBLIC WORKS DEPARTMENT

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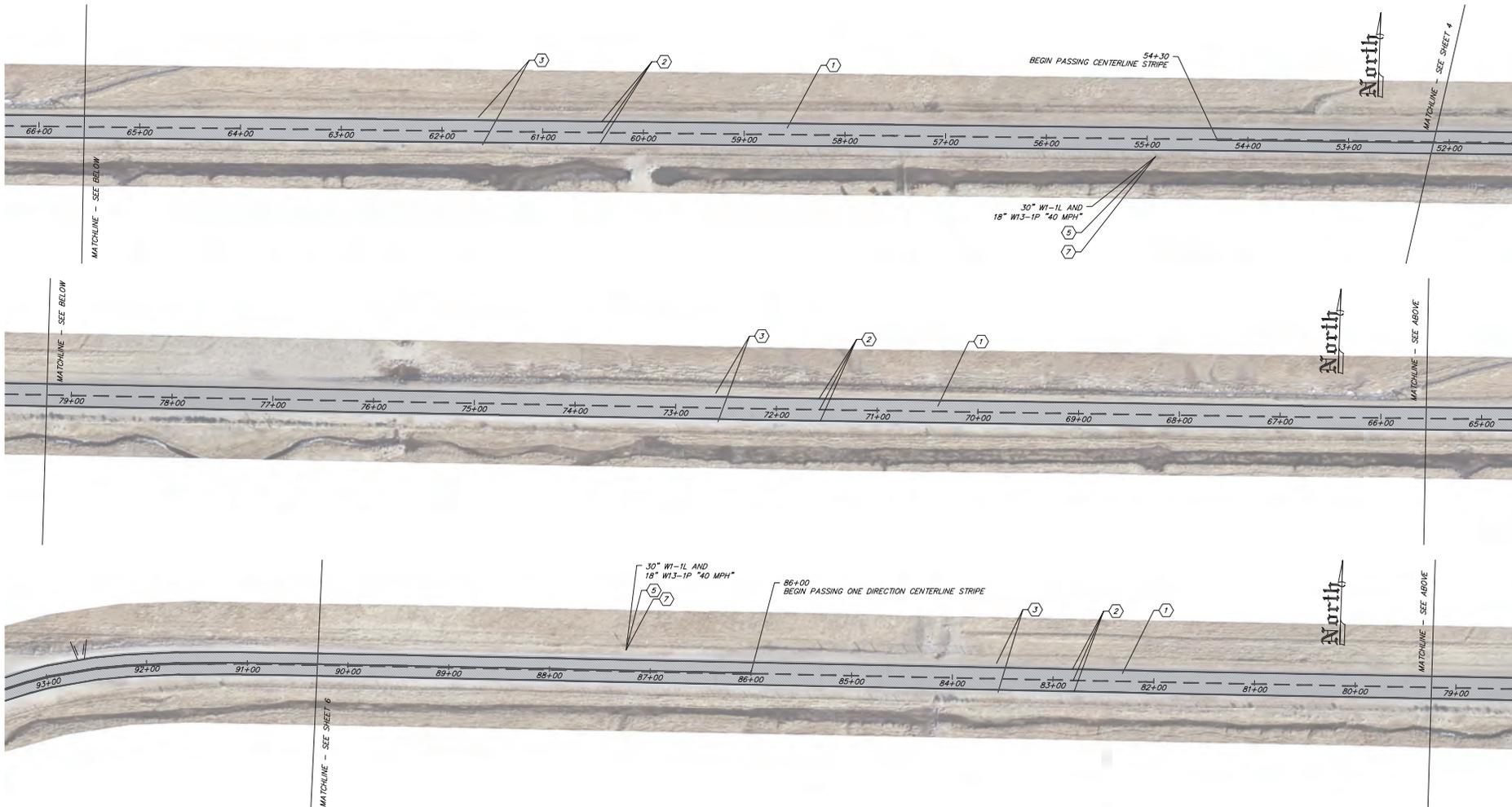
TWIN LAKES ROAD MAINTENANCE PROJECT

PROJECT NUMBER 9309

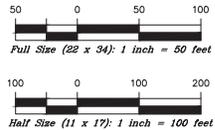
TWIN LAKES ROAD STATION 40 TO 52

SHEET

4



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MONO COUNTY PUBLIC WORKS DEPARTMENT

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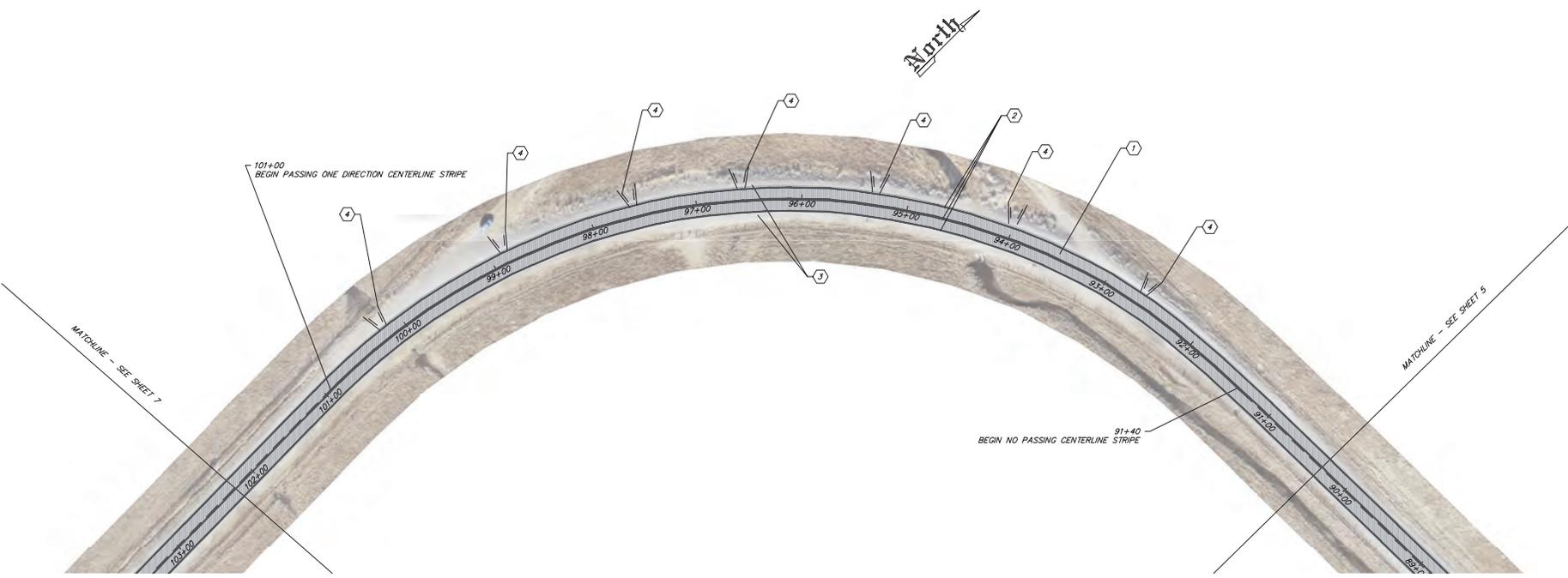
TWIN LAKES ROAD MAINTENANCE PROJECT
 PROJECT NUMBER 9309
 TWIN LAKES ROAD STATION 52 TO 90



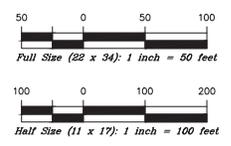
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| Revision | | | |

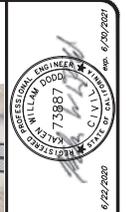
TWIN LAKES ROAD MAINTENANCE PROJECT
 PROJECT NUMBER 9309
 TWIN LAKES ROAD STATION 90 TO 102

SHEET
6



- CONSTRUCTION LEGEND**
1. SLURRY SEAL EXISTING ROADWAY PER SECTION 37 OF THE PROJECT SPECIFICATIONS.
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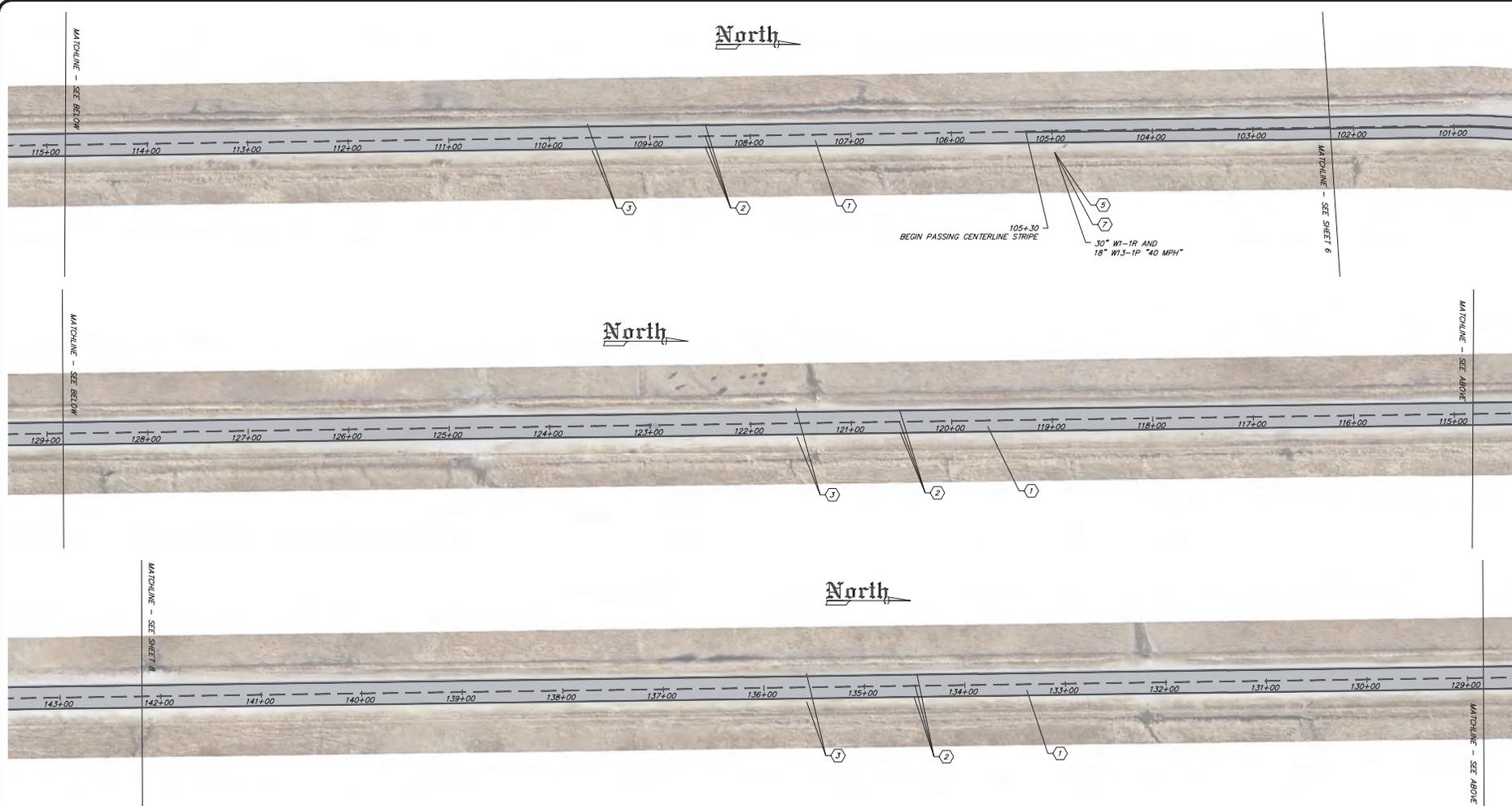




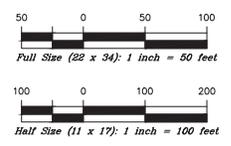
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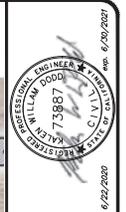
TWIN LAKES ROAD MAINTENANCE PROJECT
 PROJECT NUMBER 9309
 TWIN LAKES ROAD STATION 102 TO 142

SHEET
 7



- CONSTRUCTION LEGEND**
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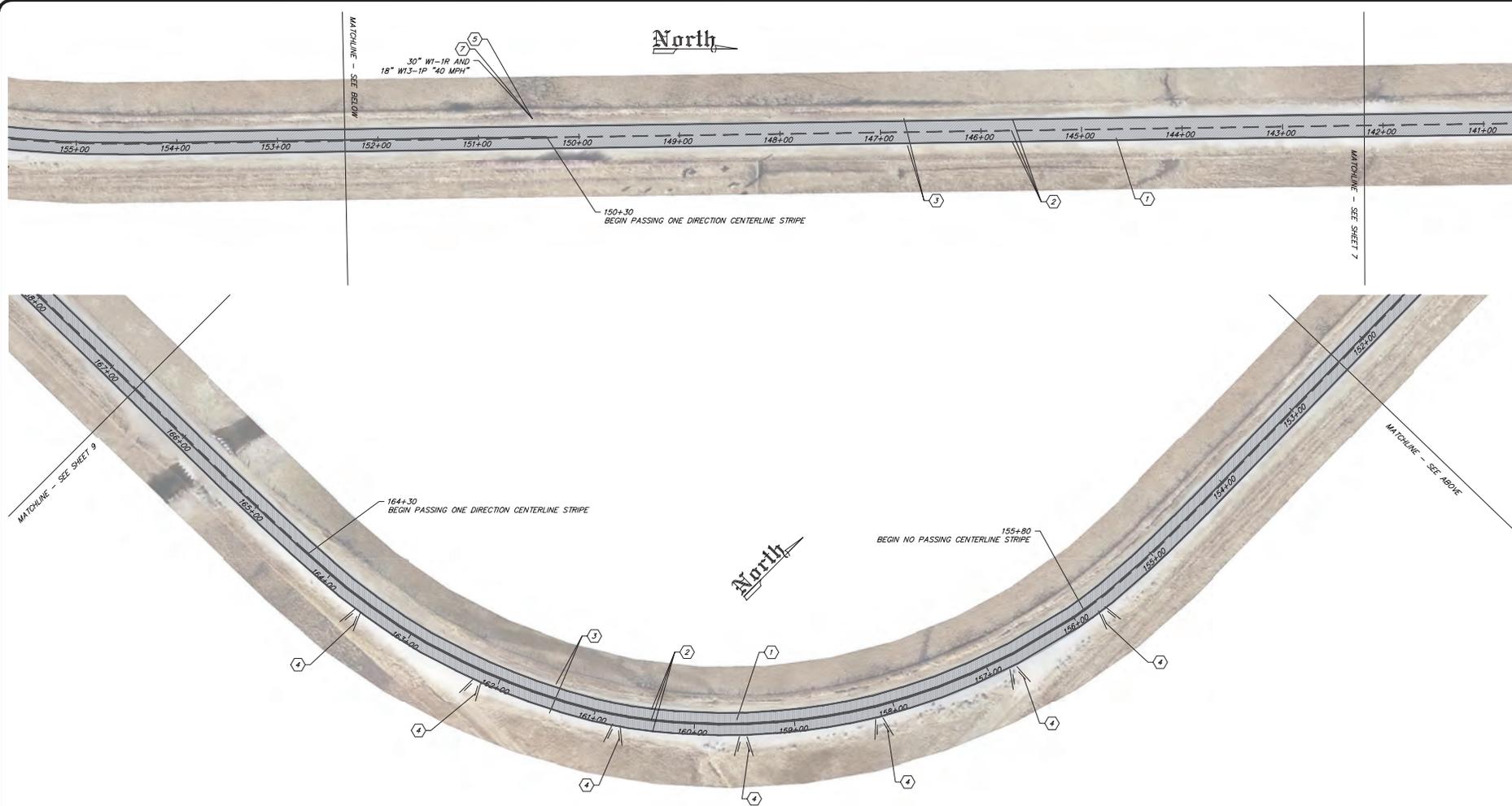




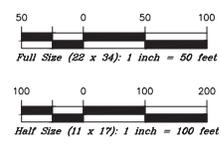
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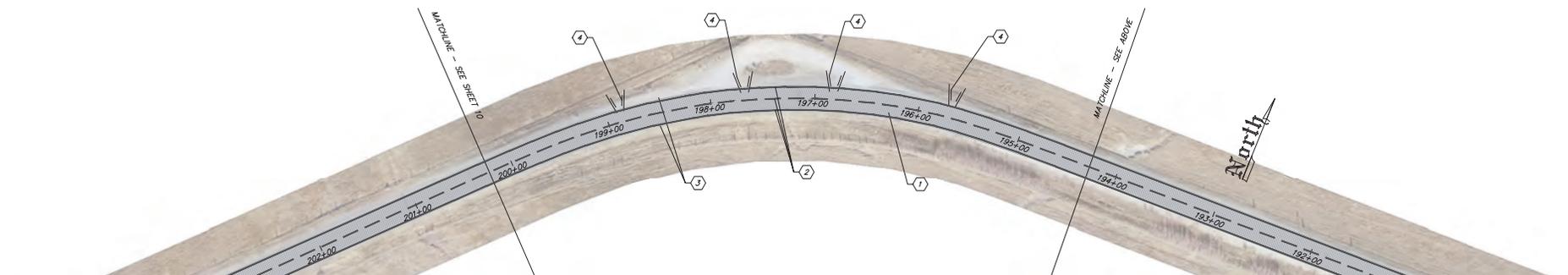
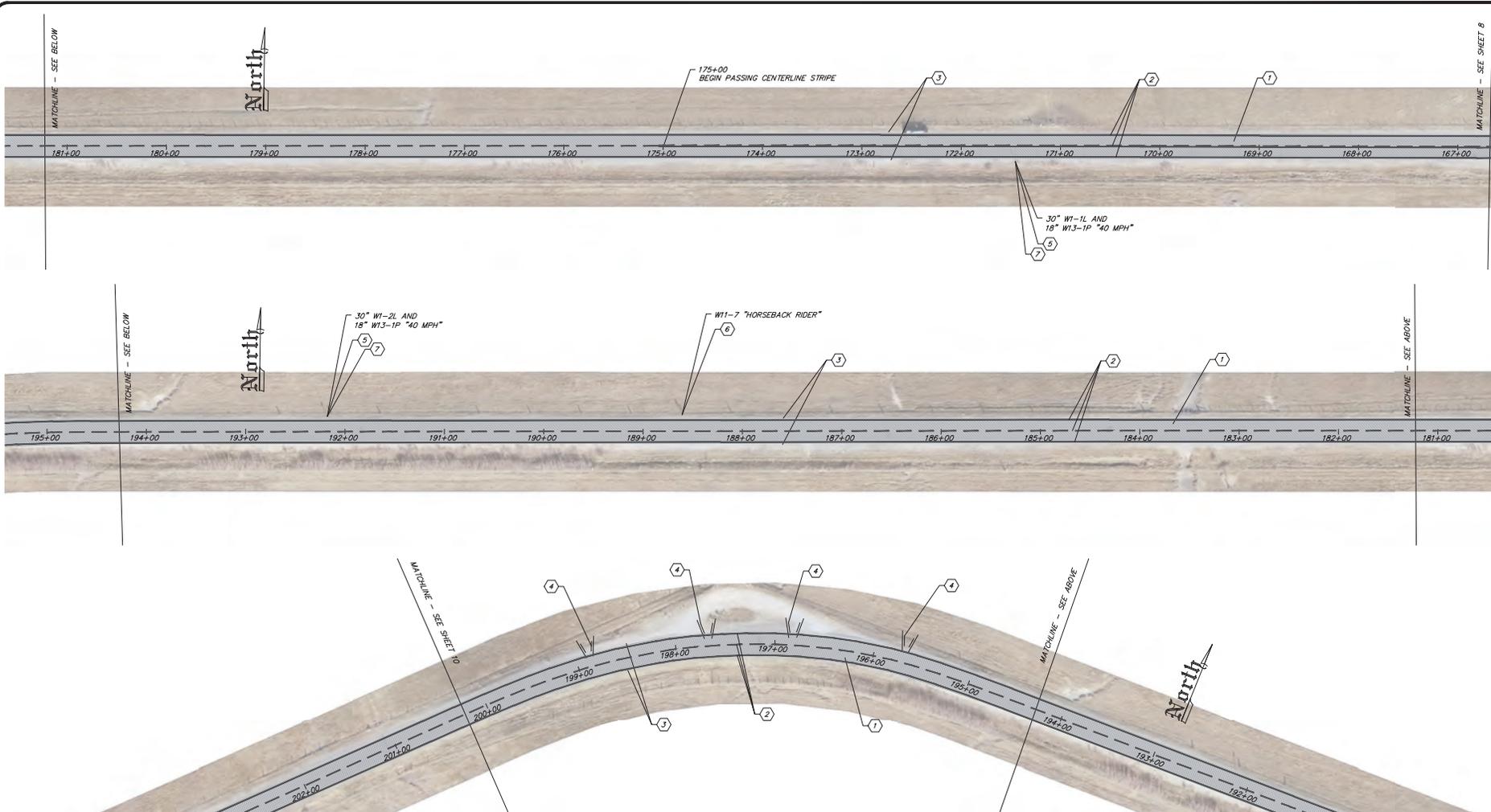
TWIN LAKES ROAD MAINTENANCE PROJECT
 PROJECT NUMBER 9309
 TWIN LAKES ROAD STATION 142 TO 166

SHEET
8

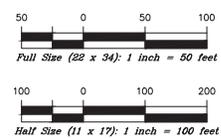


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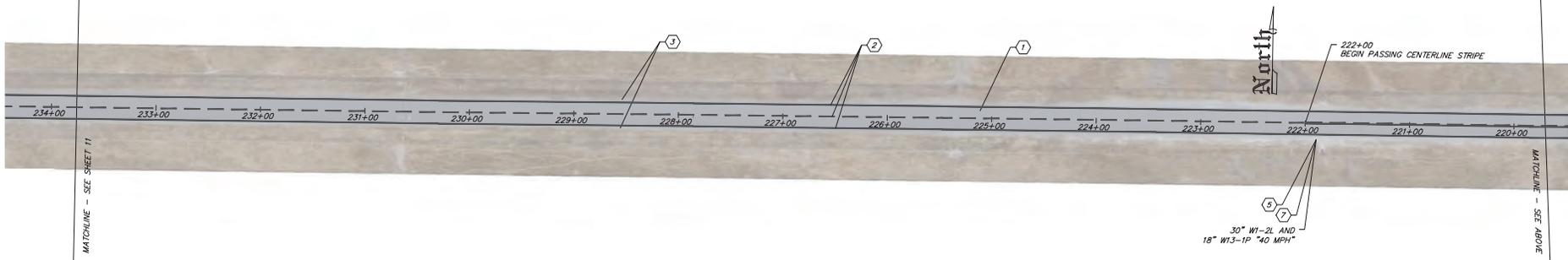
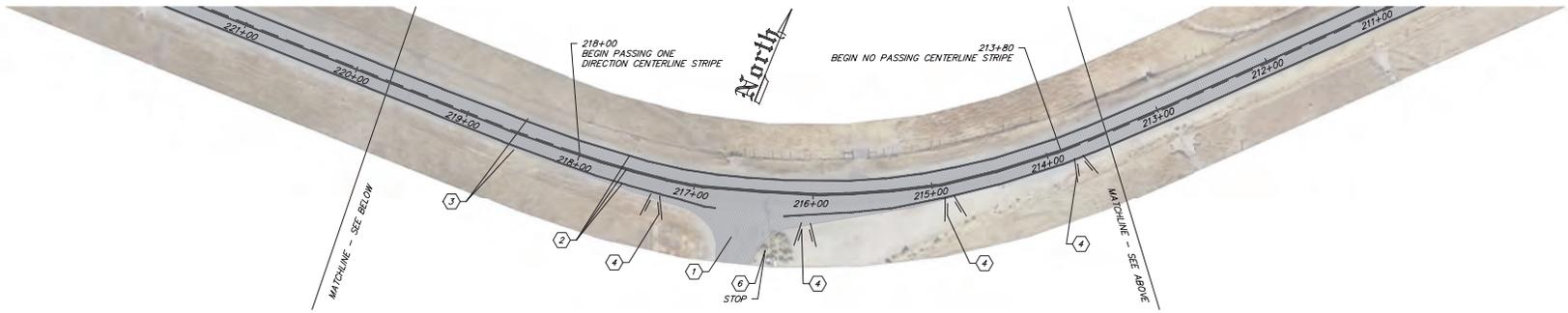
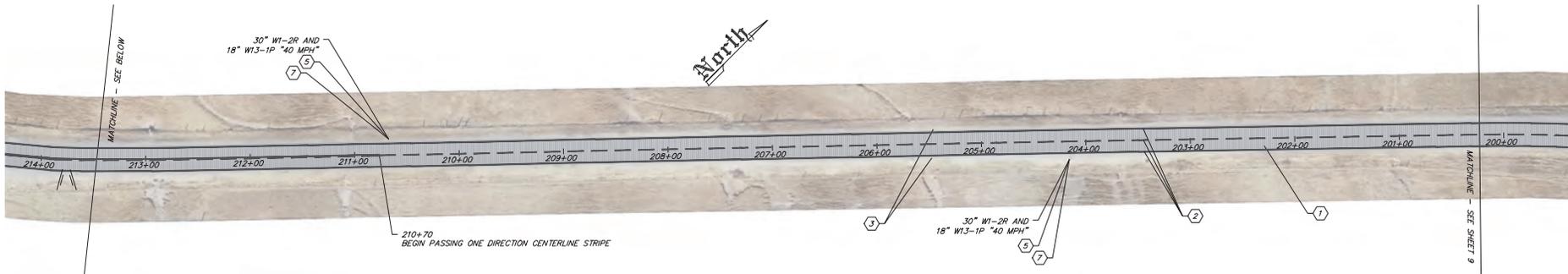




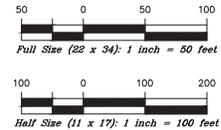
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| MONO COUNTY PUBLIC WORKS DEPARTMENT | |
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| TWIN LAKES ROAD MAINTENANCE PROJECT PROJECT NUMBER 9309 TWIN LAKES ROAD STATION 166 TO 200 | |
| SHEET 9 | |



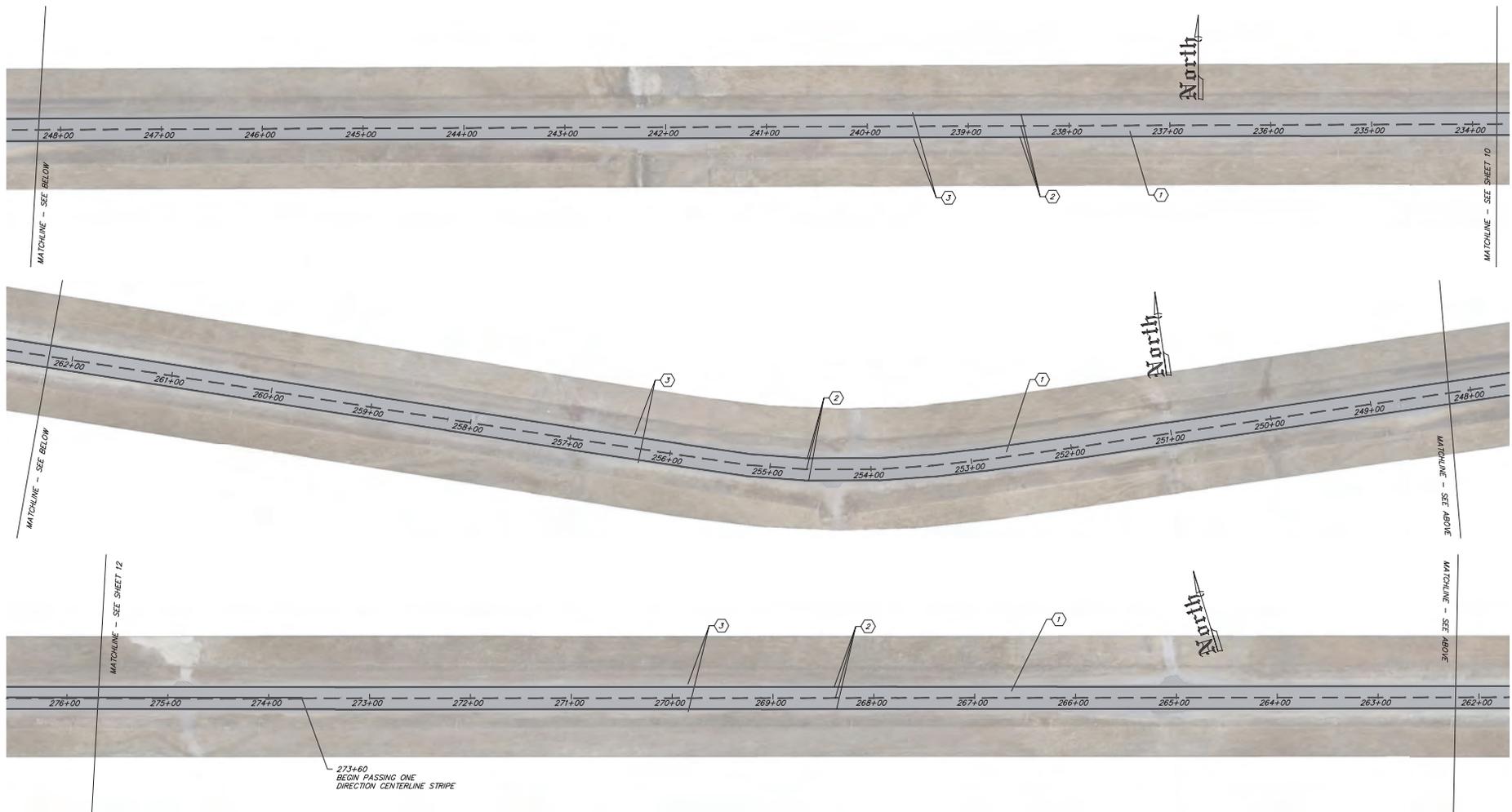
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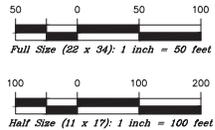
MONO COUNTY PUBLIC WORKS DEPARTMENT

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| Checked By: | |

TWIN LAKES ROAD MAINTENANCE PROJECT
 PROJECT NUMBER 9309
 TWIN LAKES ROAD STATION 200 TO 234



- CONSTRUCTION LEGEND**
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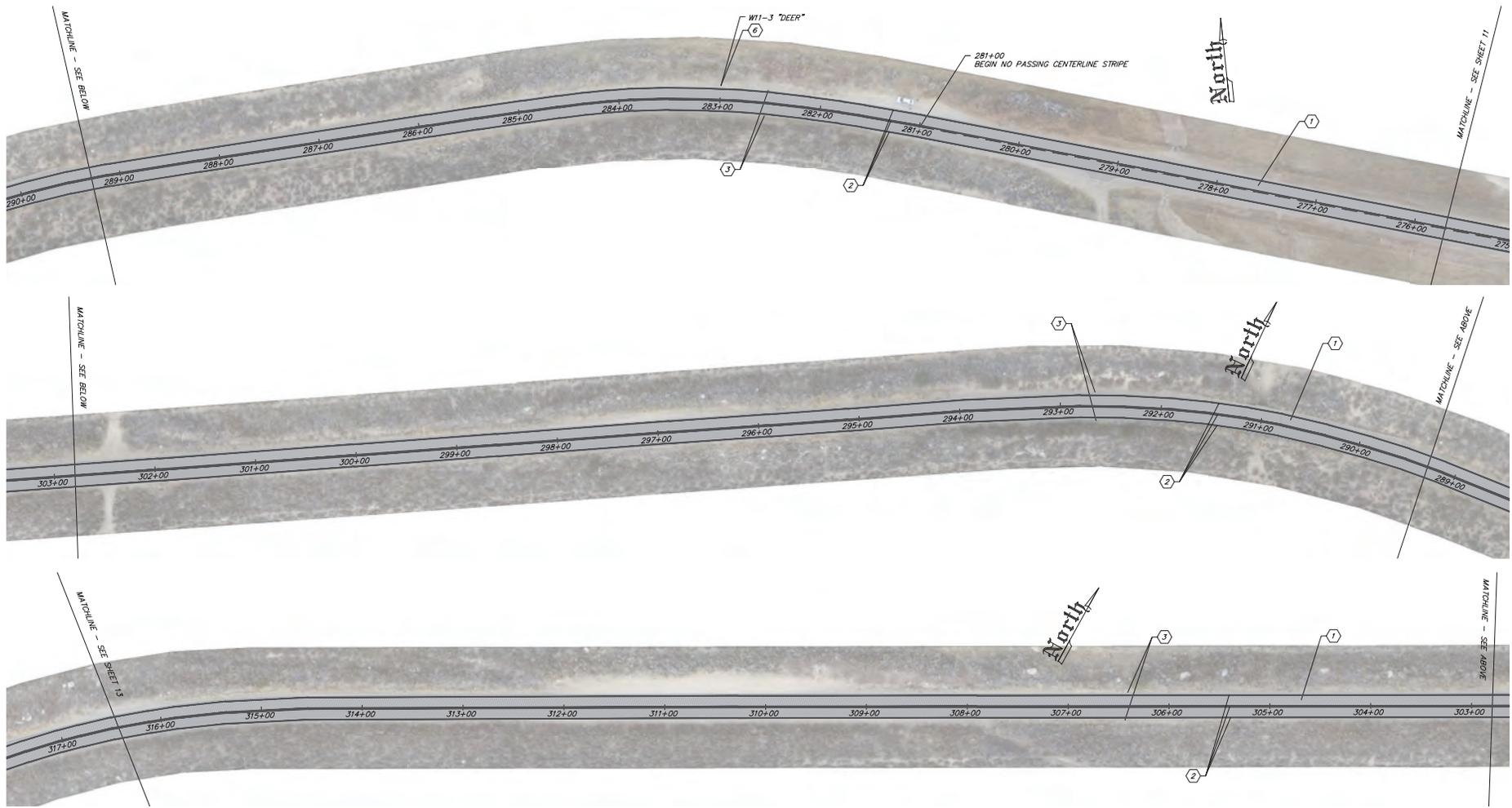


MONO COUNTY PUBLIC WORKS DEPARTMENT

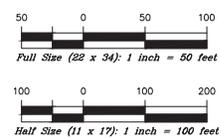
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Drawing Date: 06/18/2020
 Prepared By: KWD
 Checked By: GRH

TWIN LAKES ROAD MAINTENANCE PROJECT
 PROJECT NUMBER 9309
 TWIN LAKES ROAD STATION 234 TO 275



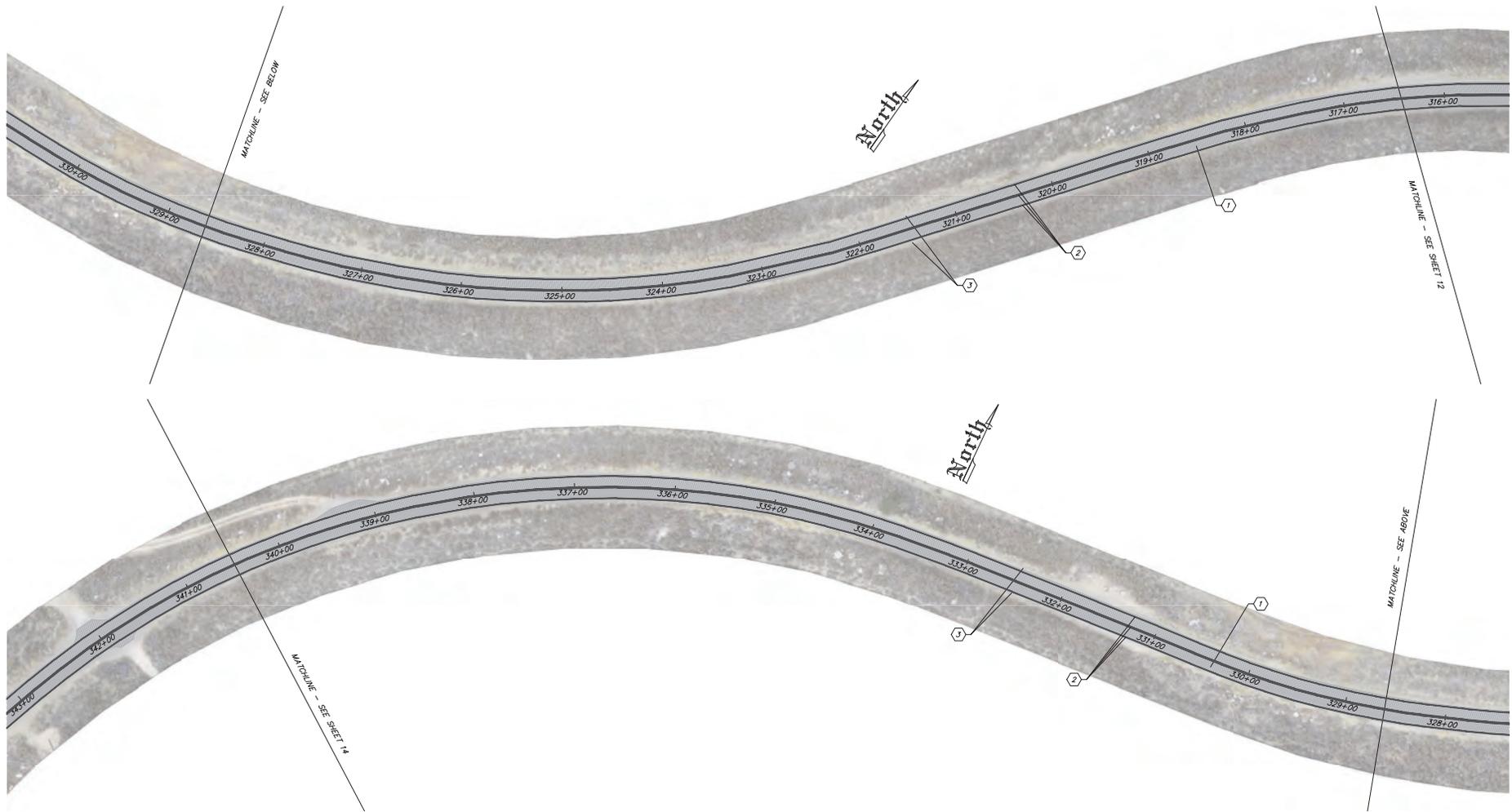
- CONSTRUCTION LEGEND**
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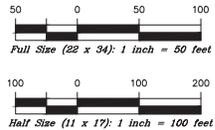
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TWIN LAKES ROAD MAINTENANCE PROJECT
 PROJECT NUMBER 9309
 TWIN LAKES ROAD STATION 275 TO 316



- CONSTRUCTION LEGEND**
1. SLURRY SEAL EXISTING ROADWAY PER SECTION 37 OF THE PROJECT SPECIFICATIONS.
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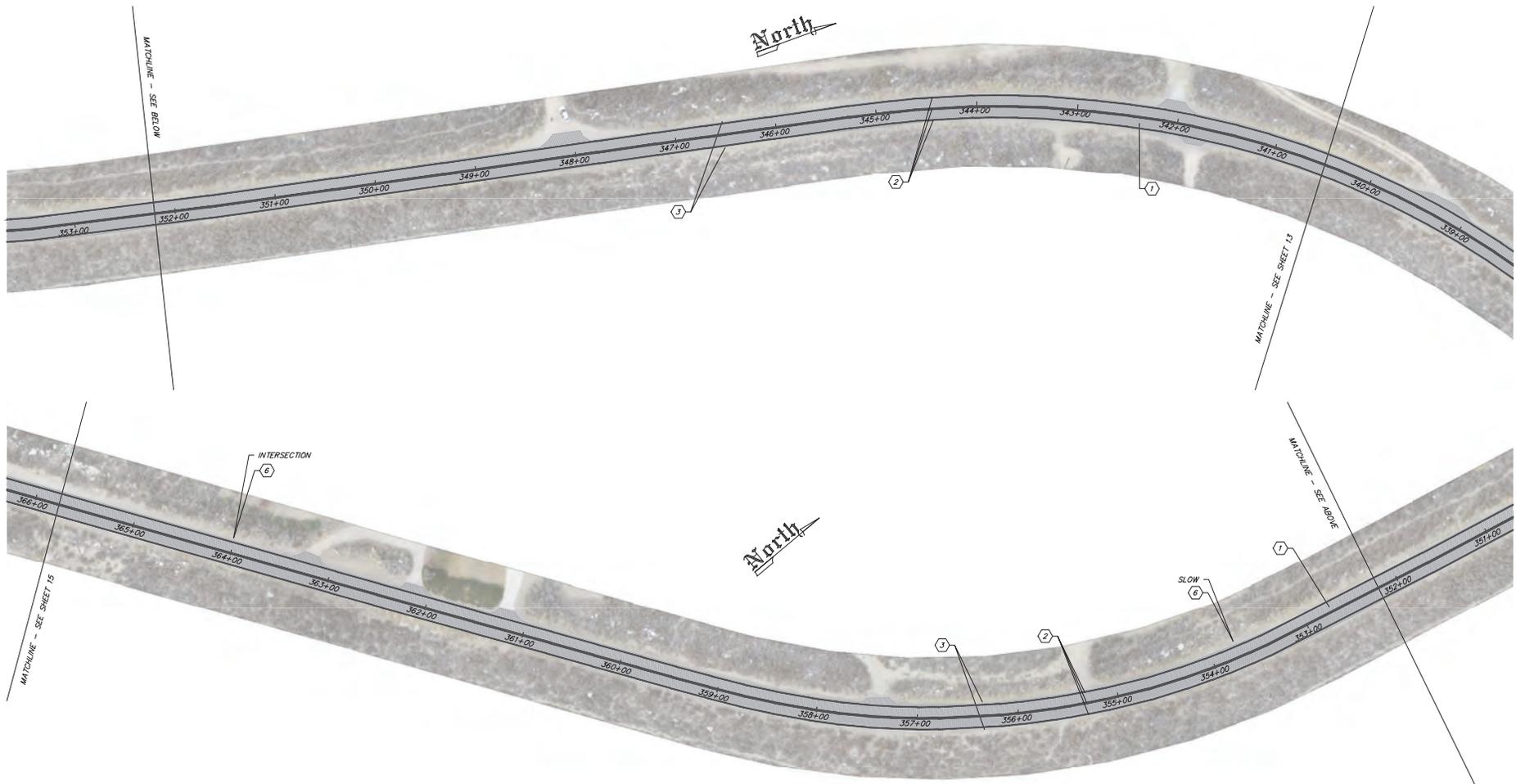


MONO COUNTY PUBLIC WORKS DEPARTMENT

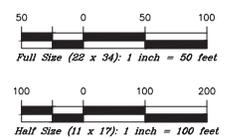
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Drawing Date: 06/18/2020
 Prepared By: KWD
 Checked By: GRH

TWIN LAKES ROAD MAINTENANCE PROJECT
 PROJECT NUMBER 9309
 TWIN LAKES ROAD STATION 316 TO 340



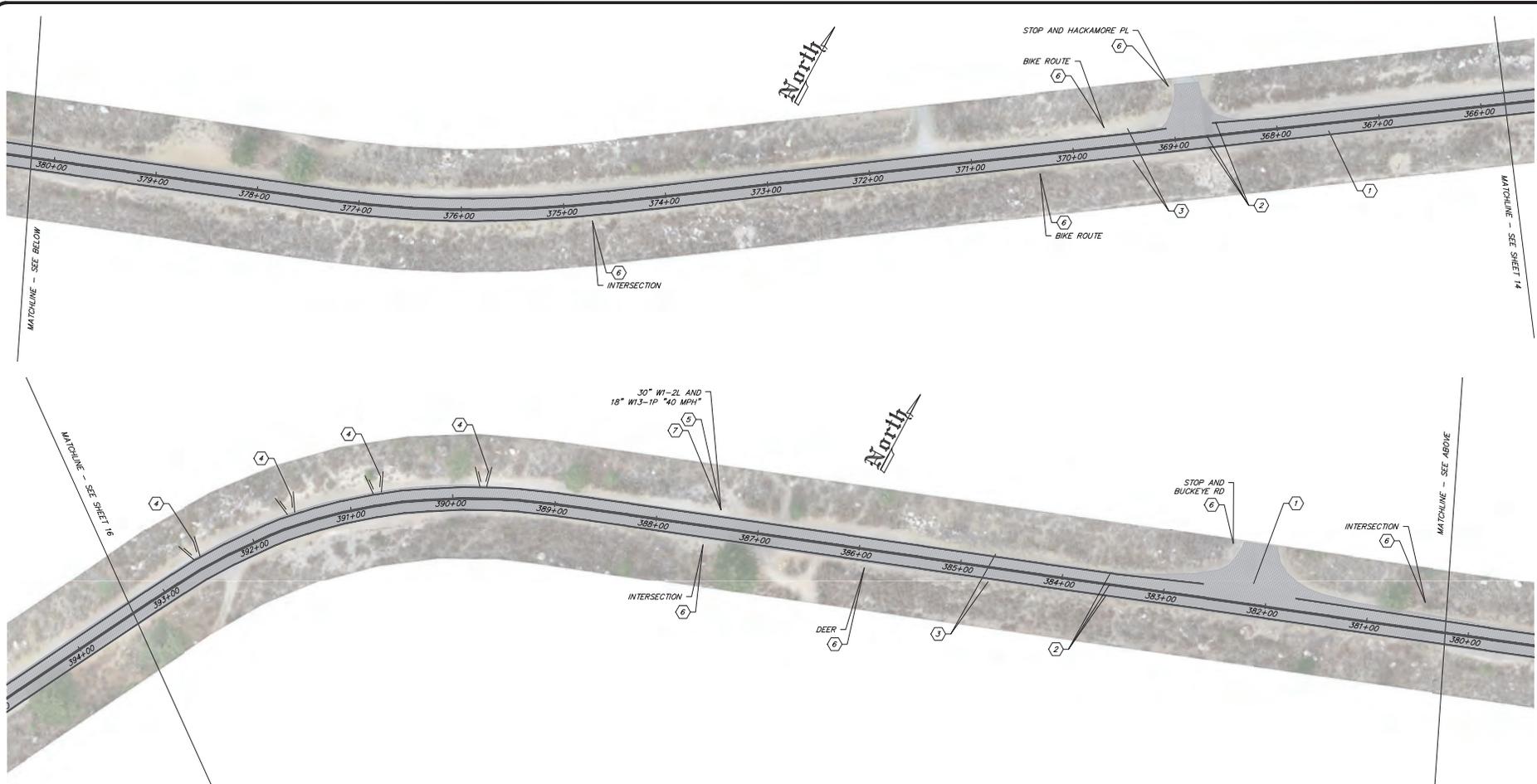
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 6. EXISTING SIGN TO REMAIN.
 7. REMOVE EXISTING SIGN.



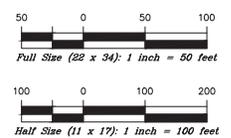
MONO COUNTY PUBLIC WORKS DEPARTMENT

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| Drawing Date: 06/18/2020 | Prepared By: KWD | Checked By: GRH |

TWIN LAKES ROAD MAINTENANCE PROJECT
 PROJECT NUMBER 9309
 TWIN LAKES ROAD STATION 340 TO 366



- CONSTRUCTION LEGEND**
1. SLURRY SEAL EXISTING ROADWAY PER SECTION 37 OF THE PROJECT SPECIFICATIONS.
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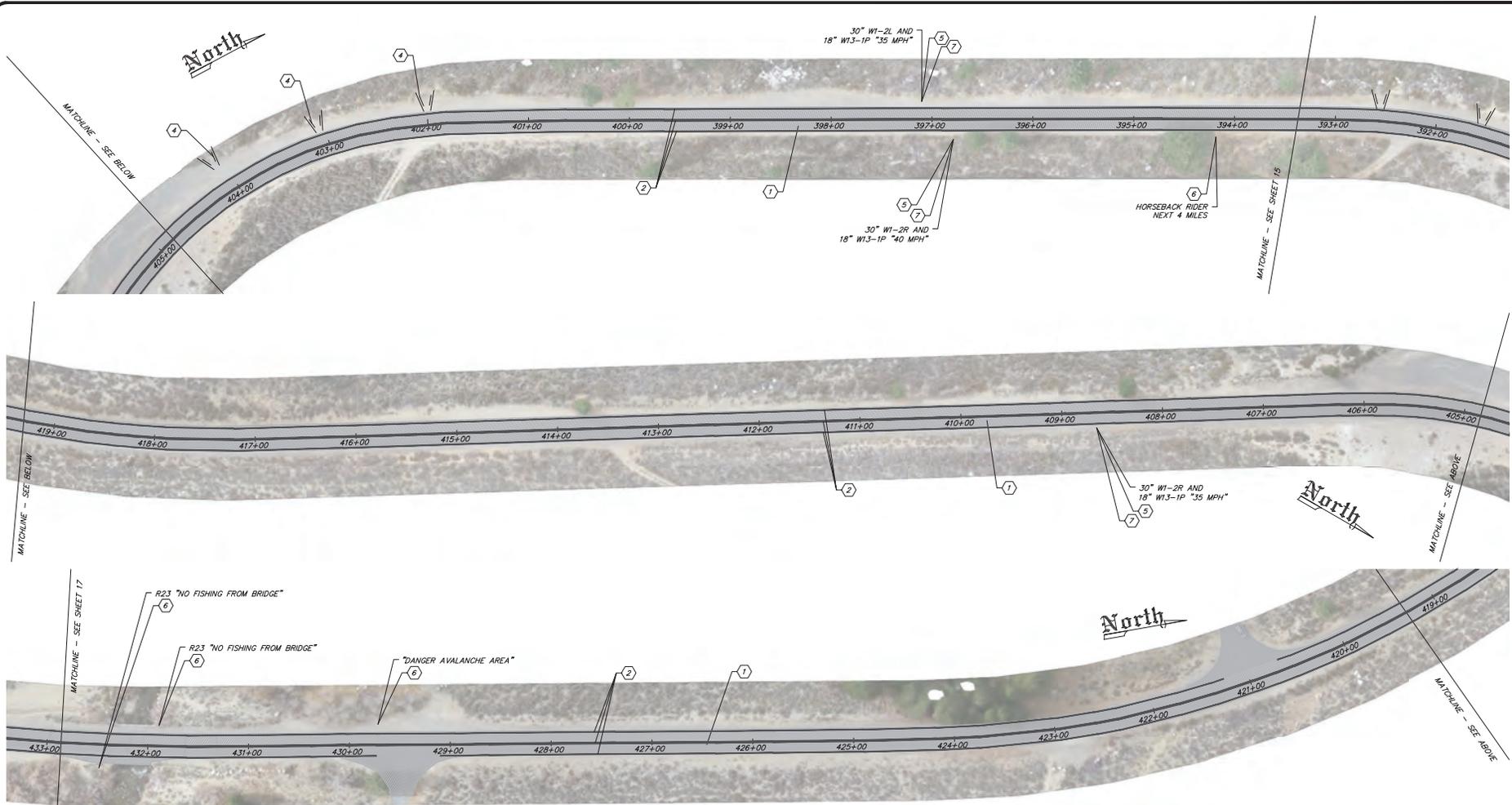


MONO COUNTY PUBLIC WORKS DEPARTMENT

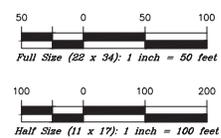
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Drawing Date: 06/18/2020
 Prepared By: KWD
 Checked By: GRH

TWIN LAKES ROAD MAINTENANCE PROJECT
 PROJECT NUMBER 9309
 TWIN LAKES ROAD STATION 366 TO 393



- CONSTRUCTION LEGEND**
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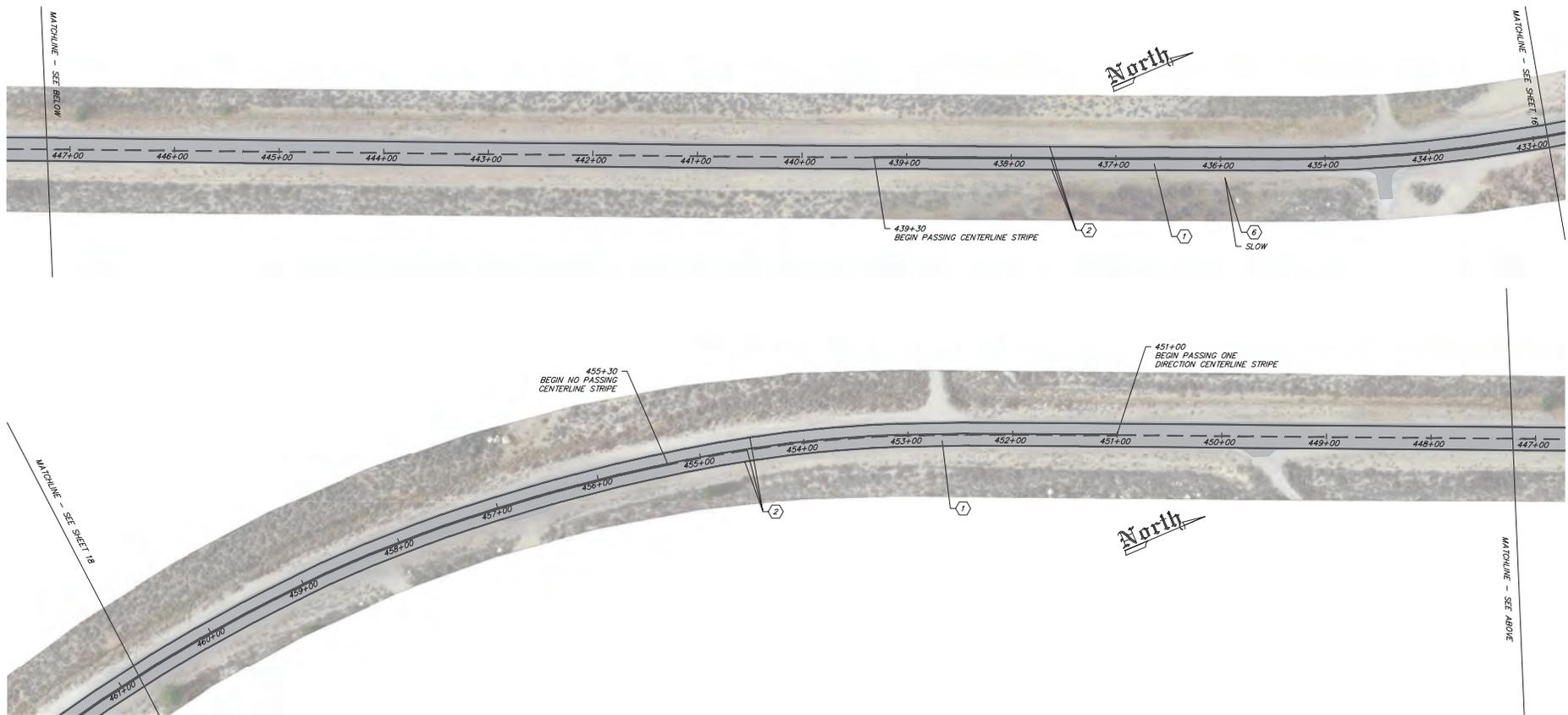
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TWIN LAKES ROAD MAINTENANCE PROJECT
 PROJECT NUMBER 9309
 TWIN LAKES ROAD STATION 393 TO 433

SHEET
16

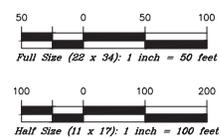


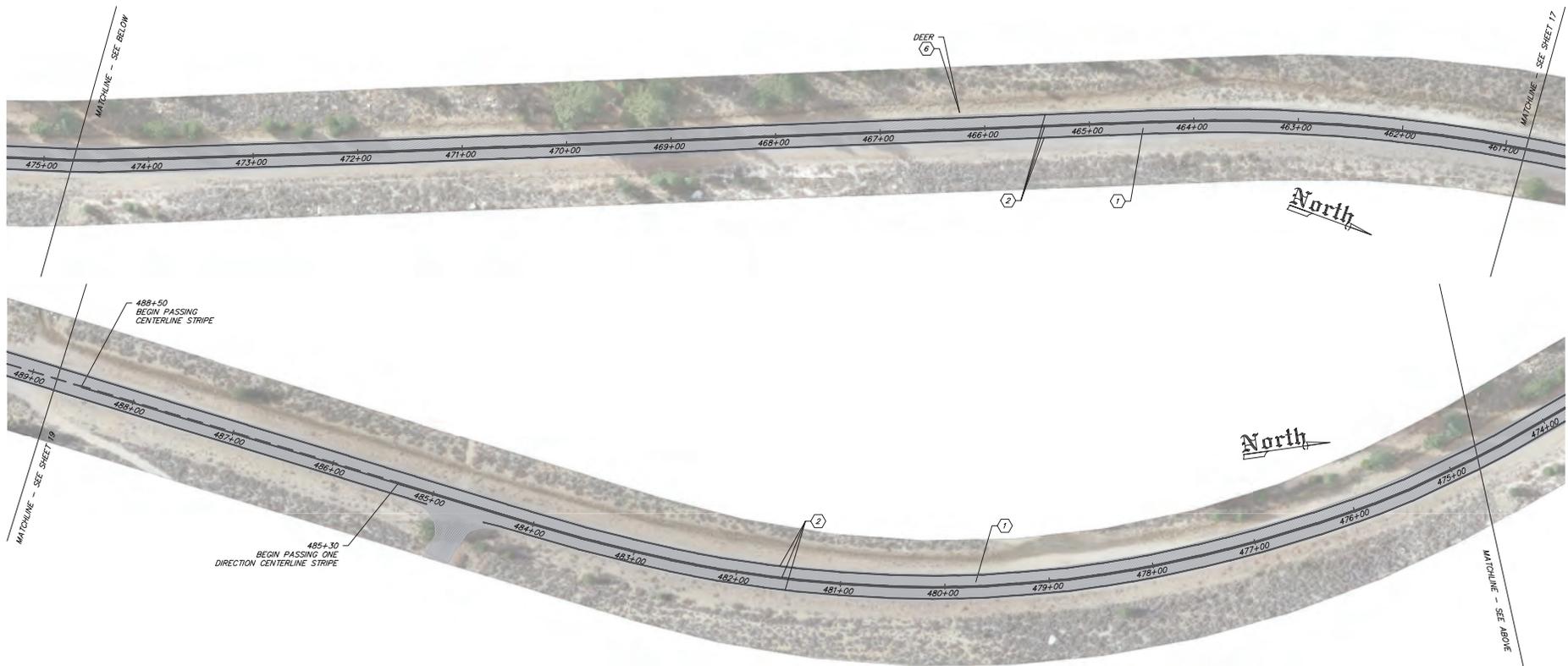
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| MONO COUNTY PUBLIC WORKS DEPARTMENT | |
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TWIN LAKES ROAD MAINTENANCE PROJECT
 PROJECT NUMBER 9309
 TWIN LAKES ROAD STATION 433 TO 461

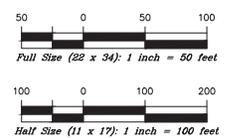
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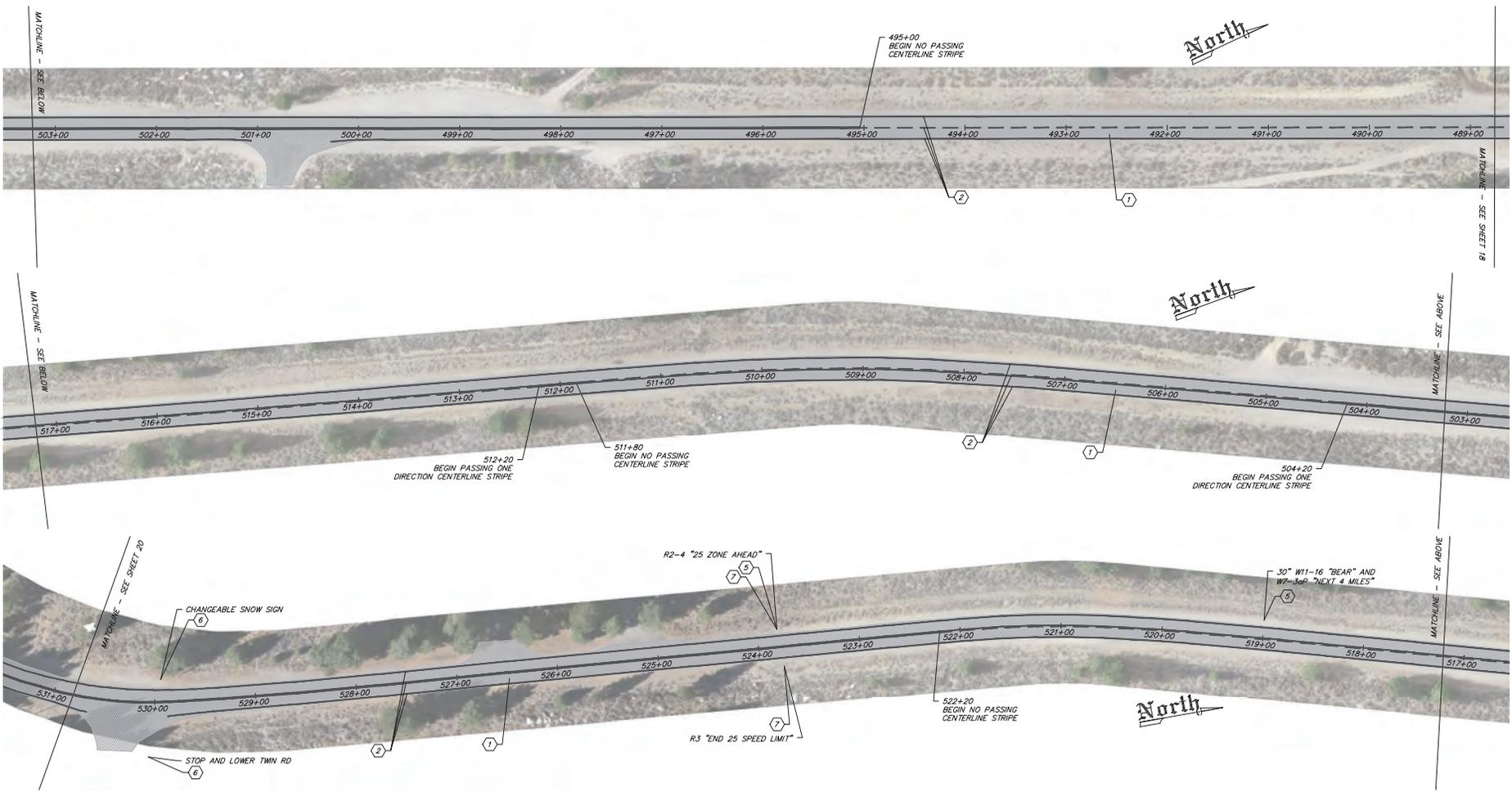


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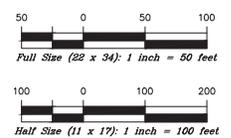


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TWIN LAKES ROAD MAINTENANCE PROJECT
PROJECT NUMBER 9309
TWIN LAKES ROAD STATION 461 TO 489



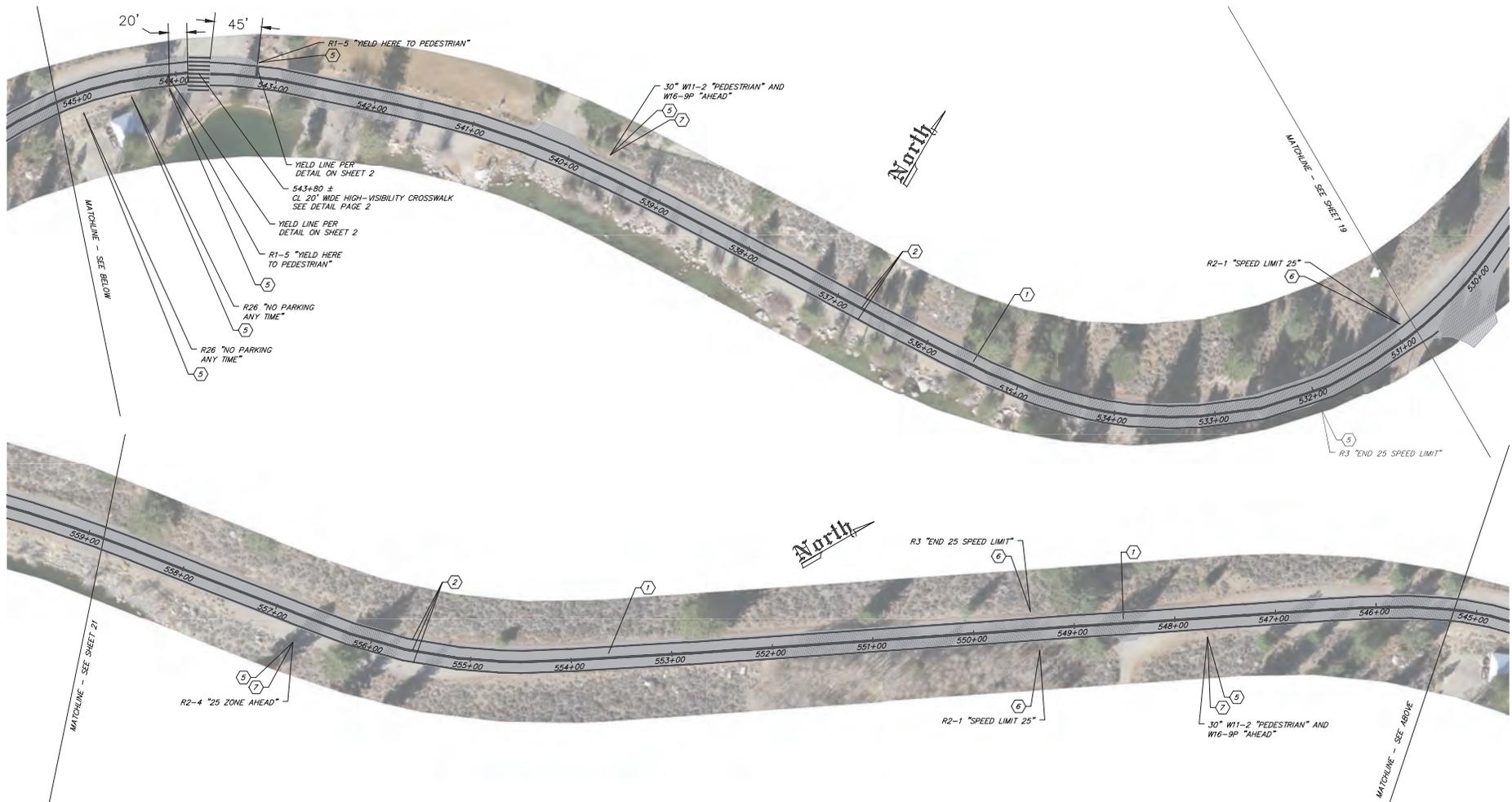
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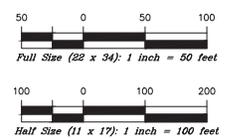
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TWIN LAKES ROAD MAINTENANCE PROJECT
 PROJECT NUMBER 9309
 TWIN LAKES ROAD STATION 489 TO 531



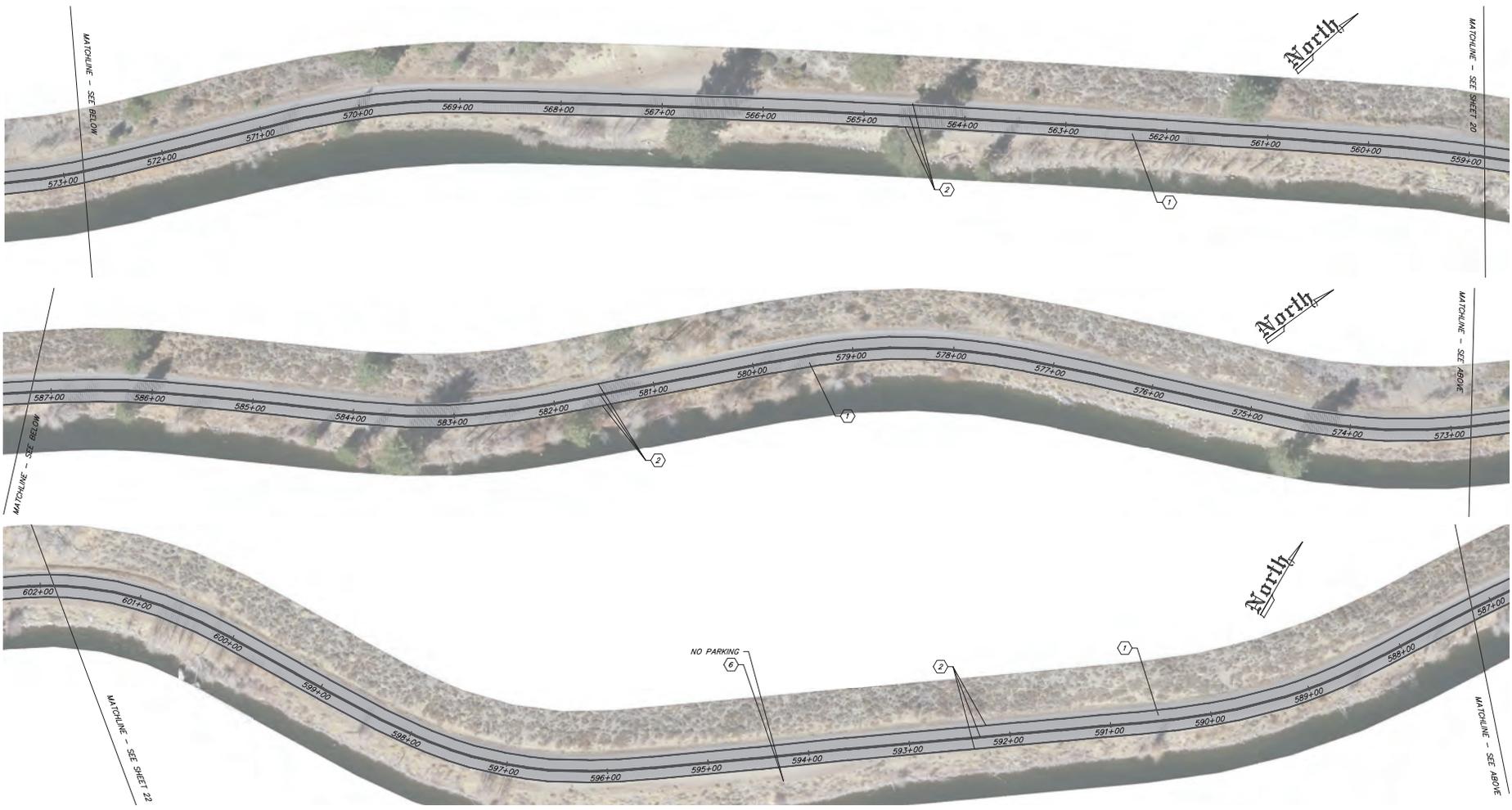
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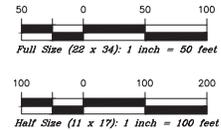
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| Prepared By: | KWD | GRH |
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TWIN LAKES ROAD MAINTENANCE PROJECT
 PROJECT NUMBER 9309
 TWIN LAKES ROAD STATION 531 TO 559



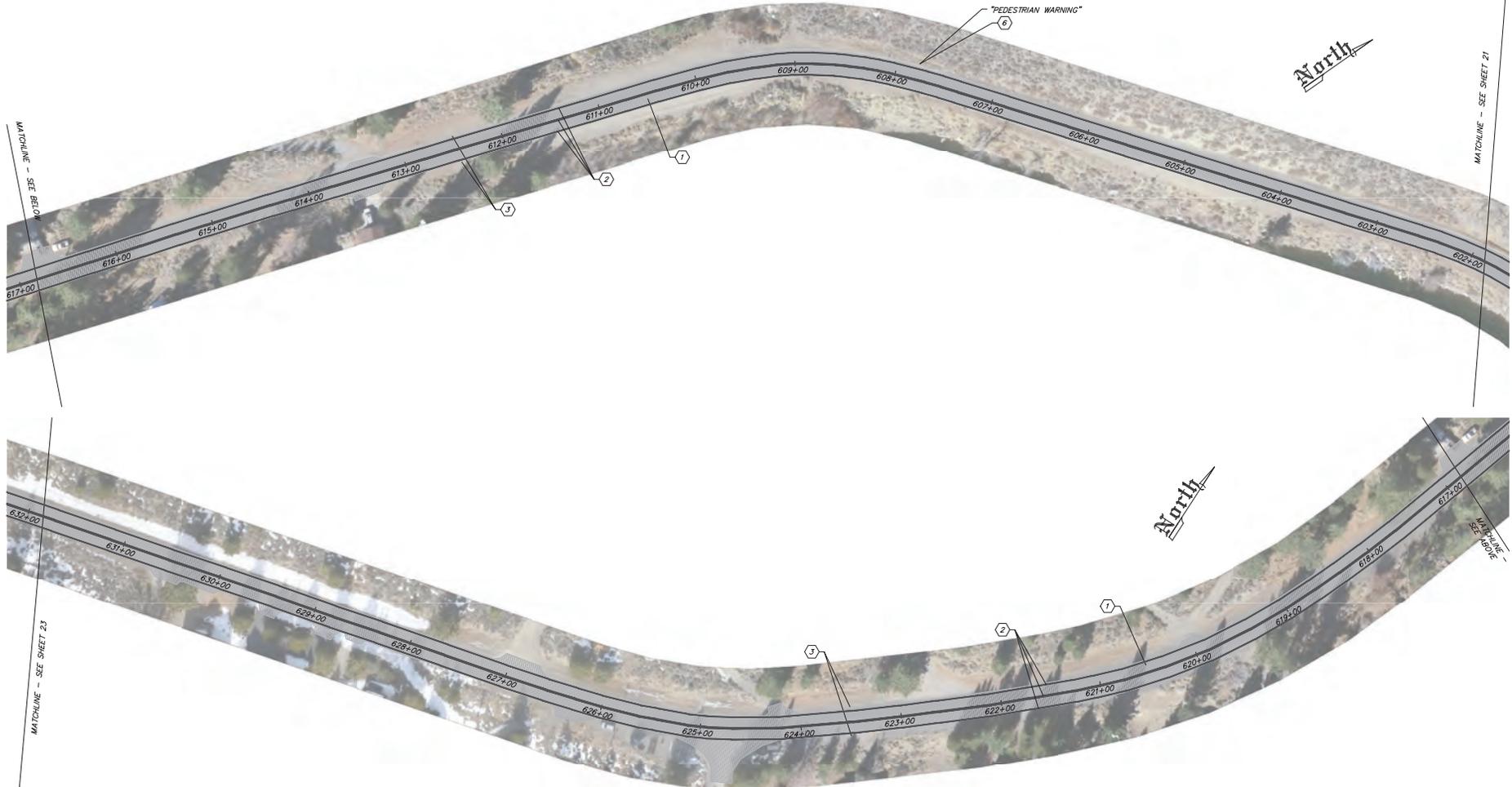
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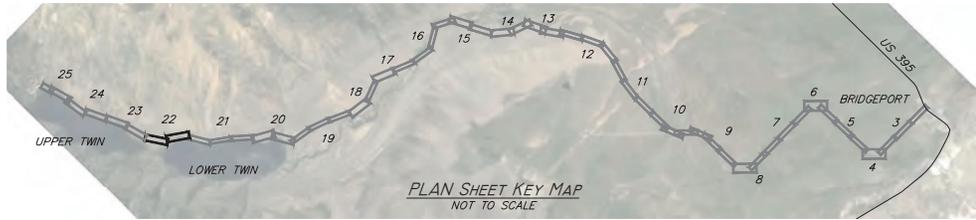
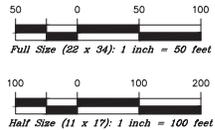
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TWIN LAKES ROAD MAINTENANCE PROJECT
 PROJECT NUMBER 9309
 TWIN LAKES ROAD STATION 559 TO 602



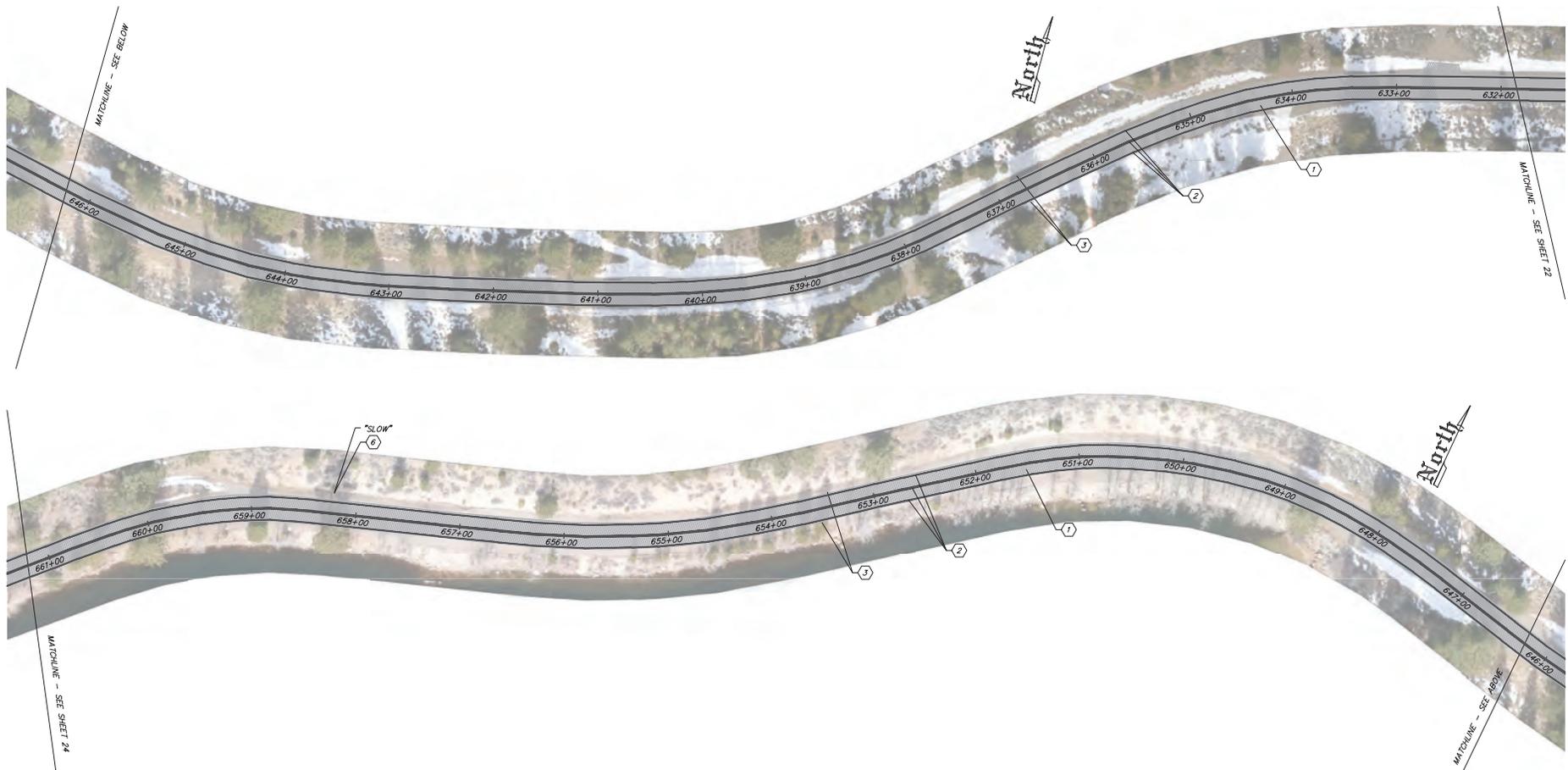
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MONO COUNTY PUBLIC WORKS DEPARTMENT

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TWIN LAKES ROAD MAINTENANCE PROJECT
PROJECT NUMBER 9309
TWIN LAKES ROAD STATION 602 TO 632



MONO COUNTY PUBLIC WORKS DEPARTMENT

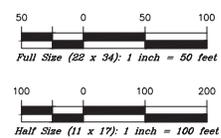
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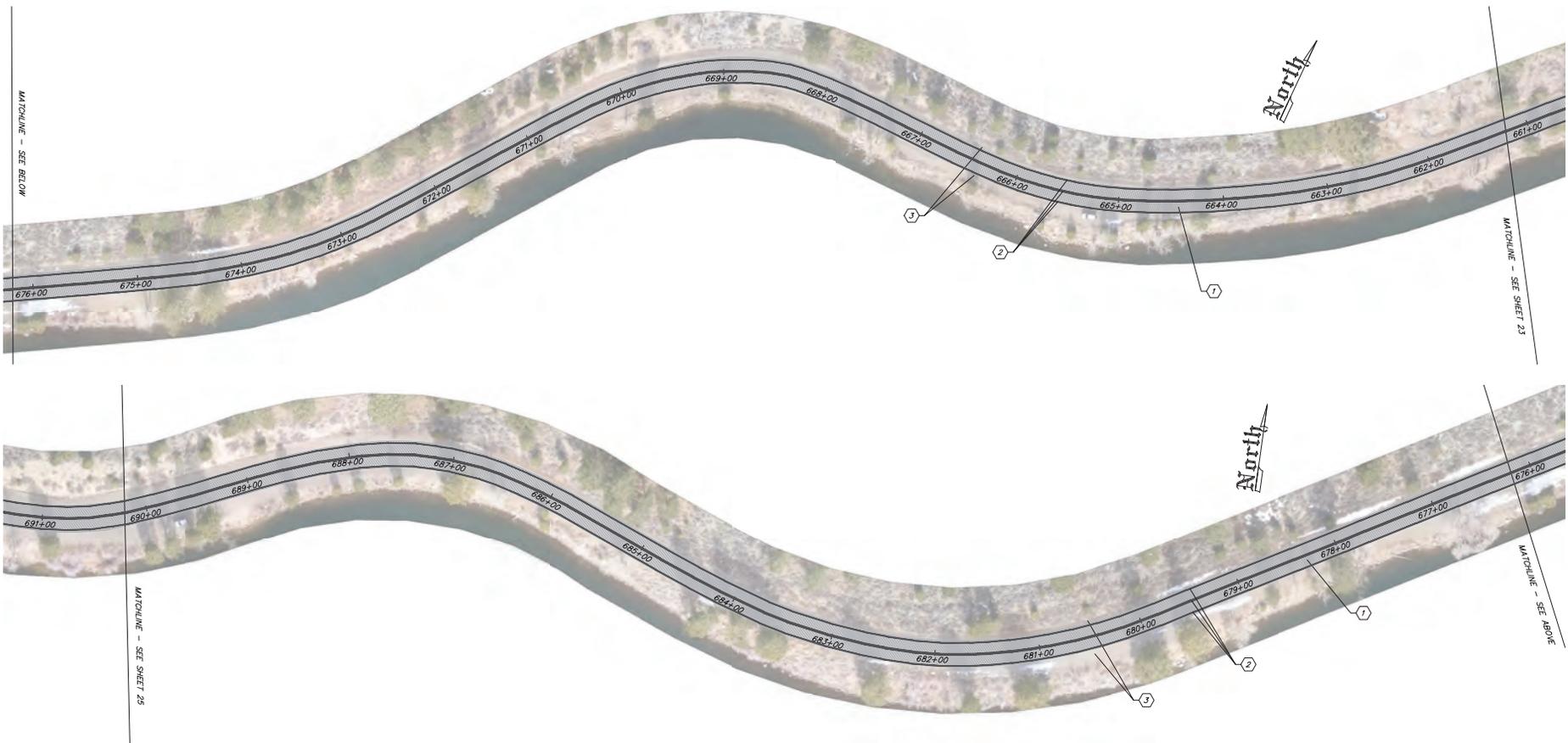
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 Checked By: GRH

TWIN LAKES ROAD MAINTENANCE PROJECT
 PROJECT NUMBER 9309
 TWIN LAKES ROAD STATION 632 TO 661

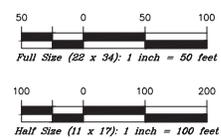
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MONO COUNTY PUBLIC WORKS DEPARTMENT

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 Prepared By: KWD
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TWIN LAKES ROAD MAINTENANCE PROJECT
 PROJECT NUMBER 9309
 TWIN LAKES ROAD STATION 661 TO 690

PROJECT MANUAL
FOR
TWIN LAKES ROAD MAINTENANCE
PROJECT
Project 9309

MONO COUNTY, CALIFORNIA



Invitation for Bids
Instructions to Bidders
Proposal Forms
Sample Standard Agreement
Technical Specifications & Construction Quality Assurance Program
Project Plans

CONTRACTING AGENCY:

COUNTY OF MONO

Department of Public Works

Bid Submission Deadline:

3:00 pm, FRIDAY, AUGUST 28th 2020

Clerk of the Board of Supervisors

74 North School Street / P.O. Box 237 Bridgeport, California 93517

CERTIFICATION PAGE

*Twin Lakes Road Maintenance Project
9309*

These contract documents, plans, specifications and special provisions contained herein have been prepared by, or under the direction of, the following registered civil engineer:



APPROVED BY:

A handwritten signature in blue ink that reads "Garrett Higerd".

(Signature)

July 17 2020

Date

Garrett Ralph Higerd
C70926, Expiration: 06/30/2021
County Engineer
County of Mono Department of Public Works
74 North School Street
Bridgeport, California 93517

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9309

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INVITATION FOR BIDS

Twin Lakes Road Maintenance Project
9309

Notice is hereby given that the Mono County ("County") Department of Public Works calls for bids from qualified General Engineering, Paving, and Striping contractors for the **TWIN LAKES ROAD MAINTENANCE PROJECT** ("Project"). The purpose of this Project is to fog seal and restripe twin lakes road near Bridgeport, CA.

No contractor or subcontractor may be listed in a bid proposal or awarded a contract for this project unless registered with the Department of Industrial Relations. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Project Manual and Project Plans provide the requirements for the Project. The Project Manual, Project Plans, and related Project documents are available on the Mono County Bid Management System. To access the system go to <http://bids.monocounty.ca.gov/> and click on "view details" to the right of the name of this Project in the RFP/RFQ/RFB Title list. This page shows the Project summary, status, bid due date, up-to-date plan-holders list, and supporting documents. If you would like to be added to the plan-holder list and receive email notices when addenda are posted, click "Click here to create a new user account." After registering your company, click "Add me to the Plan-holder List." You can ask questions about the project by clicking "Ask a question about this solicitation." If you would like assistance registering and using the Bid Management System, please contact us at 760.932.5440 or publicworks@mono.ca.gov.

Each bid shall be made on the proposal forms contained in the Project Manual and must be accompanied by bid security in the amount of not less than 10 percent (10%) of the total bid.

In accordance with Public Contract Code section 22038, the County has the option, after receiving and tabulating bids, to reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote, that the work can be performed more economically by its own employees.

The Project and all work must be completed within **30 working days** from the date of issuance of the Notice to Proceed.

Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California. In either event, to be considered, bids must be received by the Clerk of the Board of Supervisors no later than Bid Submission Deadline stated on the cover sheet.

As soon thereafter as is practicable, all bids received by the Clerk as of the Bid Submission Deadline will be taken to the Department of Public Works Conference Room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, California 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend.



Kalen Dodd
Associate Civil Engineer
Mono County Department of Public Works

INSTRUCTIONS TO BIDDERS

Twin Lakes Road Maintenance Project 9309

1. BID DOCUMENTS

The Project Manual, which includes the Invitation for Bids, Instructions to Bidders, Proposal Forms, Sample Standard Agreement, Technical Specifications, Construction Quality Assurance Program, and Project Plans provide in detail the requirements for the Project. The Project Manual is available on the Mono County Bid Management System. To access the system go to <http://bids.monocounty.ca.gov/> and click on "view details" to the right of the name of the Project in the RFP/RFQ/RFB Title list. This page shows the Project summary, status, bid due date, up-to-date plan-holders list, and supporting documents. If you would like to be added to the plan-holder list and receive email notices when addenda are posted, click "Click here to create a new user account." After registering your company, click "Add me to the Plan-holder List." You can ask questions about the Project by clicking "Ask a question about this solicitation." If you would like assistance registering and using the Bid Management System, please contact us at 760.932.5440 or publicworks@mono.ca.gov.

2. INTERPRETATION OF PROJECT PLANS AND SPECIFICATIONS

- A. For information not provided in the Project Manual, bidders shall refer to the Standard Plans or Standard Specifications.
- B. Should bidders find discrepancies in, ambiguities, or omissions from, the Project Manual, or should there be any doubt as to their meaning, they shall at once notify the Director of the Department of Public Works and, should it be found necessary, a written addendum or bulletin of instructions will be sent to all plan-holders and posted on the Mono County Bid Management System. Failure to raise any such concerns prior to the submission of a bid will be deemed to waive such issues following the award of a contract. In the event that written addenda or bulletins of instructions are issued, all bidders will be required to acknowledge that they have reviewed and considered such addenda or bulletins in formulating their bids.
- C. No employee, agent, or representative of the County, or anyone else, is authorized to give oral instructions, interpretations, or explanations of the Project Manual, and a submission of a bid constitutes agreement by a bidder that its representative has placed no reliance on any such oral explanation or interpretation. Oral instructions may, however, be given by the County or its agent upon inquiry by a bidder to direct the bidder's attention to the specific provisions of the Project Manual that cover the subject of the inquiry.

3. APPROXIMATE QUANTITIES

The quantities given in the Bid Schedule are approximate only and are being given as a basis for the comparison of bids. The County does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and the County reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary.

4. PROPOSALS

- A. For bids to receive consideration, they shall be made in accordance with the Invitation for Bids, the Proposal Forms, and these Instructions to Bidders. All bids shall be submitted on the unaltered 2019 Hackney Drive and South Landing Road Projects Proposal Forms ("Proposal Forms") contained in the Project Manual with all items completely filled out with typewritten or legible handwritten responses. Signatures of all persons signing shall be in longhand. Completed Proposal

Forms shall be without interlineations, alterations, or erasures.

- B. ALL BID SUBMITTALS SHALL REMAIN BOUND TOGETHER. Proposal Forms (i.e., "BD" pages) contained in Section I of this document may be separated from the Project Manual for purposes of bid submission.
- C. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for by the County. No oral, telegraphic, or telephonic proposals or modifications will be considered. Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection.
- D. Bidders are advised that there is limited funding available for this project. Consequently, the County has developed a base project and six additive alternatives. After bid opening, the County will determine available funding and accordingly select a project (with or without the additive alternative) for construction; and, if it chooses to do so, the County will award a contract for construction of that project. For purposes of comparing bids and determining the apparent low bidder, however, the County will use the amount entered as the "**Bidder's Grand Total**".
- E. Each bid is to be in accordance with the Project Manual. Before submitting a bid, bidders shall carefully read this Project Manual, including the contents and form of the Sample Standard Agreement and the Project Plans, and inform themselves fully as to all existing conditions and limitations, which must include a visit to the site of the work, and shall include in the bid a sum to cover the cost of all work contemplated in the Project Manual. The submission of a bid shall be conclusive evidence that the bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Project Manual and Project Plans. The submission of a bid shall also be conclusive evidences that the person signing the Proposal Forms is authorized to bind or obligate the bidder to any agreement.
- F. Bidders' attention is directed to the insurance and bond requirements described below and as provided in the Sample Standard Agreement. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine the availability of surety bonds, insurance certificates, and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the bonding and insurance requirements, that bidder may be disqualified from award of the contract and its bid security may be forfeited. The cost of such bonds and insurance shall be included in each bidder's bid.
- G. Each bidder shall inform itself of, and the bidder awarded the contract shall comply with, all federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, fair labor practices, equal opportunity, drug-free workplace, construction and building, Americans with Disabilities Act, protection of public and employee health and safety, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.
- H. Proposal Forms contained in Section I and bidder's bid security must be received in a sealed, opaque envelope clearly labeled **TWIN LAKES ROAD MAINTENANCE PROJECT** printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission or electronic mail will not be considered.
- I. To be considered, bids must be received by the Clerk of the Board of Supervisors no later than Bid Submission Deadline stated on the cover sheet. Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California, 93517.
- J. Bidders are advised that due to the remote nature of central Mono County "overnight" delivery by the U.S. Postal Service, UPS, FedEx, and other carriers is actually scheduled as a **two-day**

delivery. Bidders should also take potential holiday mail delays into consideration.

5. MODIFICATION OF BID

A bidder may modify its bid by written communication provided such communication is received by the Clerk of the Board of Supervisors up to, but not later than, the Bid Submission Deadline stated on the cover sheet and described above Paragraph 5.1. The written communication shall not reveal the bid price but shall state the amount of addition or subtraction or other modification so that the final prices or terms will not be known by the County until the sealed bid is opened.

6. WITHDRAWAL OF BID

Bids may be withdrawn without prejudice by the bidder up to, but not later than, the Bid Submission Deadline stated on the cover sheet and described above in Paragraph 5.1. Such withdrawal may be made by written letter or by email or facsimile (fax) request. Such request shall be signed by an authorized representative of the bidder. Bids so withdrawn will be returned unopened to the bidder by the County. Bids withdrawn following bid opening shall be permitted only as allowed by the Public Contract Code and may subject the accompanying bid security to forfeiture and retention by the County as in the case of failure to execute the awarded contract as provided below. Negligence on the part of the bidder in preparing the bid shall not entitle the bidder to withdraw the bid subsequent to the County opening bid proposals.

7. AGREEMENT AND BONDS

- A. Bidders are required to submit, along with the Proposal Forms, a certified or cashier's check or bidder's bond in an amount of at least 10 percent (10%) of their respective bids made payable to the County of Mono. This bidder's bond or bid security shall be given as a guarantee that the bidder will enter into a contract if awarded, and may be forfeited by the successful bidder and retained by the County if the bidder refuses, neglects, or fails to enter into said contract (including a failure to provide required insurance certificates and bonds) within five (5) calendar days after provision by the County of a complete and final contract for execution by successful bidder.
- B. The successful bidder will be required to furnish a labor and materials bond (also known as a "payment bond") in an amount equal to 100 percent (100%) of the contract price, and a faithful performance bond in an amount equal to 100 percent (100%) of the contract price. In addition, the successful bidder, as the Contractor, will be required to furnish a one-year warranty bond upon project completion, pursuant to the requirements in the Sample Standard Agreement. Only surety bonds issued by an admitted surety insurer, as defined in the Sample Standard Agreement, will be accepted. Bonds shall be in a form acceptable to the Mono County Counsel; a sample of an acceptable form of each type of bond required is included in this Project Manual.
- C. The Project Manual includes a Sample Standard Agreement, which the successful bidder, as the Contractor, will be required to execute, and the insurance and bonds, which the Contractor will be required to furnish.
- D. All alterations, extensions of time, extra and additional work, and other changes authorized by the County consistent with applicable provisions of the Project Manual, may be made without securing the consent of the surety or sureties on the contract bonds.

8. OPENING OF BIDS

As soon after the Bid Submission Deadline as is practicable to do so, all bids received before that deadline will be taken to the Public Works Conference Room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, California, 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend. Any bid received after the Bid Submission Deadline will be returned to the bidder unopened.

9. BID EVALUATION

After all bids are opened and publicly announced, personnel from the Department of Public Works will evaluate the bids; identify the lowest responsive bid by a responsible bidder; send a Notice of Intent to Award the contract, with a ranked tabulation of all bid amounts submitted, to the identified Bidder (copied to all Bidders); and agendize the matter for review by the Board of Supervisors. The Board of Supervisors shall determine whether to proceed to contract award or to reject all bids if it is in the public of interest to do so, and in accordance with applicable laws. If the Board of Supervisors elects to proceed to contract award, it will approve and authorize execution of a contract with the successful bidder. In the event of a discrepancy between the numeric total bid written and the numeric total bid calculated, the bid amount calculated by multiplying each item quantity by the unit price and then adding each item of the proposal shall prevail.

Bid evaluation will consist of reviewing submitted bids for responsiveness, ranking the responsive bid amounts from lowest to highest, and investigating whether the apparent low bidder, and such other bidders as the Department of Public Works deems appropriate, appears to be a "responsible bidder." Said investigation will involve checking each bidder's and any listed subcontractor's license status and eligibility to contract for public works, and may also include, a request for bidder references and/or insurance certificates, a request for documents demonstrating the bidder's solvency and available resources to timely complete the work, and consideration of the bidder's performance on any prior contracts with the County. The County reserves the right to waive any informality or irregularity in any bid that does not affect the contract price and provided such waiver is allowed by law.

10. BID PROTEST PROCEDURE

Bidders may file a protest in accordance with the directions provided herein with respect to the apparent low bid, any other bid submitted, and/or with respect to the qualifications or responsibility of the apparent low bidder, or of any other bidder.

The bid protest period shall commence immediately upon the County's issuance of the Notice of Intent to Award the contract and shall remain open until 4:30 PM of the fifth (5th) business day following the date of the Notice of Intent to Award the contract ("Bid Protest Deadline"). All bid protests must be received by the County, as described in this Paragraph 11, by the Bid Protest Deadline. Postmarks will not be accepted. Failure to timely file a written protest by the Bid Protest Deadline shall constitute a waiver of the right to protest. Untimely protests will not be accepted or considered.

Bidders may submit protests to the County by mail, or electronically. Protests submitted by mail (USPS, UPS, FedEx, Golden State Overnight, etc.) must be addressed and delivered to the Clerk of the Board of Supervisors, c/o Mono County Department of Public Works, Attn: Kalen Dodd, 74 North School Street, Post Office Box 237, Bridgeport, California, 93517. Protests submitted electronically should be emailed to Kalen Dodd at kdodd@mono.ca.gov

Bid protests must be submitted in and include the following information: (1) the name of the person or entity making the protest; (2) the name of the bid project; (3) a complete statement of all legal and factual grounds for the protest; (4) any documentation supporting the protestor's grounds for the protest; and (5) the form of relief requested and the legal basis for such relief.

If a valid protest is timely filed, the Department of Public Works shall investigate the bid protest. The protested bidder shall have three (3) business days to respond to the Department of Public Works' investigation and to provide any information requested by the Department of Public Works. The Department of Public Works shall notify the protested bidder of any evidence reflecting upon his responsibility, afford the protested bidder an opportunity to rebut such evidence, and allow the protested bidder to present evidence in support of his qualifications to perform the contract. The Department of Public Works shall respond to the protesting party upon the conclusion of its investigation by providing the protesting party a statement of its conclusions and findings. Thereafter, the Director of the

Department of Public Works shall make a recommendation to the Board of Supervisors regarding the bid protest.

In addition to other requirements related to claim presentation, the bid protest procedure described herein must be pursued and exhausted before any person or entity may commence litigation against the County, or any of its officers, agents, or employees related to or arising out of the award of a contract for the construction of the Project to a bidder whose winning bid could have been the subject of a protest as outlined above.

11. AWARD OR REJECTION OF BIDS

- A. After expiration of the Bid Protest Deadline, the County may, in its discretion take any of the following actions: (1) Award a contract notwithstanding the filing of a bid protest; (2) refrain from awarding a contract pending resolution of any or all bid protests; or (3) otherwise proceed as it deems appropriate, including without limitation rejecting all bids received. Further, under Public Contract Code Section 22038, the County has the option, after receiving and tabulating bids, to reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote, that the work can be performed more economically by its own employees.
- B. If it chooses to award a contract, the County shall award the contract to the bidder found responsible by the County which has submitted the lowest responsive bid. Bidders are advised that should this Invitation for Bids result in the award of a contract, any such contract will not be in force until it is approved and fully executed by the County and the successful bidder.
- C. Payment under any contract resulting from this Invitation for Bids will be consistent with the Sample Standard Agreement, a sample of which has been provided with this Invitation for Bids. Any contract awarded as a result of this Invitation for Bids will be awarded without discrimination based on race, color, religion, age, sex, sexual orientation, or national origin.
- D. Contract award, if made, is anticipated to occur within two (2) weeks after the date of bid opening but could occur up to 60 days after said date. In such an event, all bidders will be notified in writing that additional time will be required. No bid can be withdrawn during that period unless such withdrawal is authorized under the Public Contract Code and the bid security shall remain in full force and effect.
- E. The County assumes no responsibility for any costs the bidder may incur, regardless of whether or not a contract is awarded, in preparing and/or submitting a bid.

12. CONTRACT EXECUTION

- A. Accompanying the County's Notice of Intent to Award will be the contract for the Project, which the successful bidder will be required to execute and return, together with the required bonds and certificates of insurance, to the County within five (5) calendar days following receipt of such contract and Notice of Intent to Award. Failure to do so by the successful bidder shall be just cause for annulment of the contract award and forfeiture of the bid security, which shall be retained by the County as liquidated damages, and it is agreed by both parties that the bid security sum is a fair estimate of such failure. Signature by both parties constitutes execution of a contract for the Project.
- B. In the event the successful bidder is unable to physically deliver the required bonds and insurance certificates, and where approved in writing by the Director of the Department of Public Works, the bidder shall, prior to its commencement of the work, submit evidence satisfactory to the County that such bonds and certificates will be furnished in a timely manner.
- C. In the event of failure of the lowest responsible, responsive bidder to sign and return a contract for the Project with acceptable evidence of bonds and insurance certificates as prescribed herein, the County may award the contract to the next lowest responsible, responsive bidder, and so forth, until a fully-executed contract for the Project and acceptable bonding and insurance certificates are

received by the County.

- D. The bid security of all bidders will be retained by the County until a contract for the Project is executed by the successful bidder and evidence of bonds and insurance acceptable to the County is received, after which those bid securities, except any that may have been forfeited, will be returned to the bidders whose proposals they accompanied.

13. LISTING OF AND SUBSTITUTIONS OF SUBCONTRACTORS

- A. If awarded a contract, the successful bidder shall perform with his own organization contract work amounting to not less than 30 percent (30%) of the original total contract price. The bidder shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control. All persons engaged in the Project and related work will be held responsible for their work, which shall be subject to the provisions of the Project Manual and any contract executed pursuant to this Invitation for Bids.
- B. Each bidder shall in its bid or offer, set forth the name and location of the office, shop, or mill of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement and the portion of the work which will be done by each subcontractor if the amount of the subcontractor's work will be in excess of one-half of one percent (0.5%), or Ten Thousand dollars (\$10,000.00), whichever is greater, of the bidder's bid.
- C. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract as specified above, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under conditions hereinafter set forth.
- D. No bidder whose bid is accepted shall, without consent of the Director of the Department of Public Works, do any of the following:
 - (1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid; or
 - (2) Permit any subcontractor to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or
 - (3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the bidder's bid as to which its original bid did not designate a subcontractor.
- E. Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original bid shall be permitted only in case of public emergency, necessity, or otherwise in accordance with the Public Contract Code, and then only after a finding has been made in writing, by the Director of the Department of Public Works, setting forth the facts constituting such emergency, necessity, or statutory basis for the substitution.
- F. If haulers are used merely to convey materials and will not excavate or load the material and if they will not apply judgment as to the suitability of the material to meet Project specifications, then they do not need to be identified on the "List of Subcontractors" in the bid forms.

14. INTEREST IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work unless alternative bids are called for. A person, firm, or corporation who has submitted a sub-proposal to a bidder or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

15. COORDINATION WITH OTHER CONTRACTORS

Bidders are required to inform themselves fully of the conditions relating to construction and labor under

which the work will be performed, and bidders must employ, as far as possible, such methods and means in the carrying out the Project and related work as will not cause any interruptions or interference with any other contractor or the operations of the facility at which the work is being performed.

16. SUBSTITUTIONS

Throughout the Project Manual, materials may be specified that are in short supply or that are restricted by government limitation orders. For the purpose of submitting proposals, bidders shall assume that the County will require all materials to be furnished as specified. No substitutions will be permitted until all sources or supply have been exhausted and written notice is given to the Director of the Department of Public Works stating such fact. Substituted materials shall have the written approval of the Director of the Department of Public Works, or its authorized agent, before installation in the Project.

18. CONTRACTOR'S LICENSING LAWS

- A. The successful bidder, as the Contractor, will be required to furnish a valid Mono County Business License issued by County's Office of the Treasurer prior to commencing the work.
- B. In order to be eligible for award of a contract for the Project, a bidder must possess either of the following classification(s) of contractor's license: (1) Class A – General Engineering; or (2) C12 – Earthwork and Paving.
- C. Attention is directed to the provisions of Article 4, Chapter 9, of the California Business and Professions Code concerning the licensing of contractors. All bidders, contractors, and subcontractors shall be licensed in accordance with the laws of the State of California and any bidder, contractor, or subcontractor not so licensed is subject to the penalties imposed by such laws. All bidders, contractors, and subcontractors shall possess the appropriate licenses to cover the above advertised work. The County will verify that the successful bidder, as well as any contractor and any subcontractor, is appropriately licensed to perform Project work designated prior to awarding any contract pursuant to this Invitation for Bids.

19. LABOR REQUIREMENTS

The services and work to be provided by the successful bidder, as the Contractor for this Project, constitute a "public work" within the meaning of Labor Code sections 1720 and 1720.3. Accordingly, as required by Labor Code section 1771, the successful bidder, as the Contractor, and any subcontractor under it, shall pay not less than the general prevailing rate of per diem wages ("prevailing wage") specified for each craft and classification to all workers employed in the execution of the Project. Copies of prevailing wages, as determined by the Director of the Department of Industrial Relations, are available online at: www.dir.ca.gov/OPRL/DPreWageDetermination.htm and on file at the office of the Department of Public Works, located at 74 North School Street, Bridgeport, California, 93517, and are available to any interested party upon request. These wages are not included in any part or section of the Project Manual. Changes, if any, to prevailing wage rates will be available at the same location.

No contractor or subcontractor may be listed in a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (unless exempt under Labor Code section 1771.1). This Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES

The Project and all related work shall be completed within 30 working days from the date of issuance of the Notice to Proceed. By submitting a bid proposal, bidder acknowledges the following: (1) that the bidder has fully read Section 14.2 of Exhibit 1 of the Sample Standard Agreement; (2) that it has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage

provisions; (3) and that it is agreed by both parties that the successful bidder, as the Contractor, will pay Mono County liquidated damages specified in Exhibit 1 of the Sample Standard Agreement.

PROPOSAL FORMS

*Twin Lakes Road Maintenance Project
9309*

Proposal of _____ (“Bidder”), organized and existing under the laws of the State of _____, doing business as _____ (e.g., “a partnership;” “a corporation;” “a sole proprietor”), as applicable to the County of Mono, (“County”). This bid proposal consists of the attached pages.

In compliance with your Invitation for Bids and Instructions to Bidders, Bidder hereby proposes to perform all work for the **TWIN LAKES ROAD MAINTENANCE PROJECT (“Project”)** in strict accordance with the Project Manual, which include the Instructions to Bidders, Project Plans, Special Provisions, Technical Specifications, Construction Quality Assurance Program, Agreement, any applicable addenda issued by the County’s Department of Public Works, and other Contract Documents within the time set forth therein at prices stated on the attached Bid Schedule. Prices quoted in this proposal include, but are not limited to, the cost for all labor, materials, tools, equipment, supplies, transportation, permits, services, and applicable local, state, and/or federal taxes, fees, patent rights, and/or royalties necessary to complete the Project and related work contemplated in the Project Manual and described in any contract executed pursuant to this Invitation for Bids.

By submitting this Bid Proposal, Bidder certifies (and in the case of a joint bid, each party thereto certifies as to his own organization) that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work on the Project pursuant to any contract executed pursuant to this Invitation for Bids on or before 14 calendar days following the award of contract by the County, unless a later date is specified by the County in the Notice to Proceed, and to **fully complete the project within 30 working days from the date of issuance of the Notice to Proceed**, pursuant to the provisions specified in any contract executed pursuant to this Invitation for Bids.

It is understood that, except for lump sum items, the quantities set forth in the Bid Schedule are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Bidder’s compensation will be computed on the basis of documented final quantities in completed work, measured as specified, whether they be more or less than those shown.

Bidder’s Company Name: _____

Company Address: _____

Office Telephone No.: _____ Fax No.: _____

Email Address: _____

Contractor’s Calif. License No.: _____ Class: _____

Mono County Business Lic. No.: _____

Name of Company Officer: _____ Title: _____

Bidder’s Signature

Date

(Add seal if by a corporation)

BID SCHEDULE

*Twin Lakes Road Maintenance Project
9309*

CONTRACTOR'S NAME:

| No | Item | Quantity | Units | Price per Unit | Item Price |
|----|--|----------|-------|----------------|------------|
| 1 | Mobilization | 1 | LS | | |
| 2 | Water Pollution Control | 1 | LS | | |
| 3 | Traffic Control, including Traffic Control Plan | 1 | LS | | |
| 4 | Slurry Seal | 197369 | SY | | |
| 5 | Shoulder Backing (Import) | 3253 | LF | | |
| 6 | Street Sign Removal | 25 | EA | | |
| 7 | Steel Post Street Sign | 102 | EA | | |
| 8 | Passing Centerline | 20250 | LF | | |
| 9 | Passing One Direction Centerline | 7305 | LF | | |
| 10 | No Passing Centerline | 43055 | LF | | |
| 11 | Right Fog Line | 140570 | LF | | |
| 12 | Crosswalk and Yield lines | 1 | EA | | |

BIDDER'S GRAND TOTAL*

(Includes BASE BID and ALL BID ALTERNATES)

***COUNTY WILL USE THIS TOTAL TO COMPARE BIDS AND DETERMINE APPARENT
LOW BIDDER**

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

LIST OF SUBCONTRACTORS

*Twin Lakes Road Maintenance Project
9309*

Listed hereinafter are the names and addresses of all subcontractors who will be employed in the completion of project work and the type of work that each will perform if the contract is awarded to the undersigned Bidder. I understand that under California Public Contract Code Section 4104, contained in the Subletting and Subcontracting Fair Practices Act (Public Contract Code §4100 et seq.) I must clearly set forth the name and address of each subcontractor who will perform work or labor or render service to me in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of my total bid, or ten thousand dollars (\$10,000), whichever is greater, and that as to any work in which I fail to do so, I agree to perform that portion myself or be subject to penalty under the Act.

- Notes: A. In the event that more than one subcontractor is named for the same type of work, state the portion of which each will perform; provide Contractor's license number of each subcontractor.
 B. Vendors or suppliers that will be providing materials only need not be listed.
 C. If further space is required, copies of this sheet or additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of the proposal.
 D. The above statement constitutes a part of the proposal and signature on the signature portion of the bid proposal constitutes signature on this statement.
 E. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal.

| Firm Name & Address Location of Business | Phone, Fax, & License | Annual Gross Receipts | Description of Portion of Work to be Performed |
|--|-----------------------|---|--|
| <i>Name</i> | <i>Phone</i> | <input type="checkbox"/> < \$1 million | Value of work: \$ |
| | | <input type="checkbox"/> < \$5 million | |
| <i>Address</i> | <i>Fax</i> | <input type="checkbox"/> < \$10 million | |
| | | <input type="checkbox"/> < \$15 million | |
| <i>City State ZIP</i> | <i>License</i> | <input type="checkbox"/> > \$15 million | |
| <i>Name</i> | <i>Phone</i> | <input type="checkbox"/> < \$1 million | Value of work: \$ |
| | | <input type="checkbox"/> < \$5 million | |
| <i>Address</i> | <i>Fax</i> | <input type="checkbox"/> < \$10 million | |
| | | <input type="checkbox"/> < \$15 million | |
| <i>City State ZIP</i> | <i>License</i> | <input type="checkbox"/> > \$15 million | |
| Firm Name & Address Location of Business | Phone, Fax, & License | Annual Gross Receipts | Description of Portion of Work to be Performed |

| | | | |
|-----------------------|----------------|---|-------------------|
| <i>Name</i> | <i>Phone</i> | <input type="checkbox"/> < \$1 million | |
| | | <input type="checkbox"/> < \$5 million | |
| <i>Address</i> | <i>Fax</i> | <input type="checkbox"/> < \$10 million | |
| | | <input type="checkbox"/> < \$15 million | |
| <i>City State ZIP</i> | <i>License</i> | <input type="checkbox"/> > \$15 million | Value of work: \$ |
| | | | |
| <i>Name</i> | <i>Phone</i> | <input type="checkbox"/> < \$1 million | |
| | | <input type="checkbox"/> < \$5 million | |
| <i>Address</i> | <i>Fax</i> | <input type="checkbox"/> < \$10 million | |
| | | <input type="checkbox"/> < \$15 million | |
| <i>City State ZIP</i> | <i>License</i> | <input type="checkbox"/> > \$15 million | Value of work: \$ |
| | | | |
| <i>Name</i> | <i>Phone</i> | <input type="checkbox"/> < \$1 million | |
| | | <input type="checkbox"/> < \$5 million | |
| <i>Address</i> | <i>Fax</i> | <input type="checkbox"/> < \$10 million | |
| | | <input type="checkbox"/> < \$15 million | |
| <i>City State ZIP</i> | <i>License</i> | <input type="checkbox"/> > \$15 million | Value of work: \$ |
| | | | |
| <i>Name</i> | <i>Phone</i> | <input type="checkbox"/> < \$1 million | |
| | | <input type="checkbox"/> < \$5 million | |
| <i>Address</i> | <i>Fax</i> | <input type="checkbox"/> < \$10 million | |
| | | <input type="checkbox"/> < \$15 million | |
| <i>City State ZIP</i> | <i>License</i> | <input type="checkbox"/> > \$15 million | Value of work: \$ |
| | | | |
| <i>Name</i> | <i>Phone</i> | <input type="checkbox"/> < \$1 million | |
| | | <input type="checkbox"/> < \$5 million | |
| <i>Address</i> | <i>Fax</i> | <input type="checkbox"/> < \$10 million | |
| | | <input type="checkbox"/> < \$15 million | |
| <i>City State ZIP</i> | <i>License</i> | <input type="checkbox"/> > \$15 million | Value of work: \$ |
| | | | |

ACKNOWLEDGEMENTS

*Twin Lakes Road Maintenance Project
9309*

RECEIPT OF ADDENDA

The County of Mono is advised that Bidder has received the following addenda for the Contract Documents, including plans, specifications, and special provisions for the above-referenced project:

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

If you did not receive any addenda for the above-referenced project, please initial here: _____

ACKNOWLEDGEMENT OF SITE VISIT(S)

The County of Mono is advised that I have visited the project site as acknowledged by my initials below. In doing so, I have made myself aware of the conditions that exist and have prepared the attached proposal accordingly.

Yes

No

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DISCLOSURES AND CERTIFICATIONS

*Twin Lakes Road Maintenance Project
9309*

In accordance with Public Contract Code section 10162, the Bidder shall complete the following questionnaire under penalty of perjury:

QUESTIONNAIRE A

Has the Bidder, or any officer or employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes: _____ No: _____

If the answer is yes, please explain the circumstances in the space provided below and/or attach separate sheet(s) as necessary, with signature affixed.

QUESTIONNAIRE B

Within the past three years, has the Bidder, or any officer or employee of the Bidder who has a proprietary interest in the Bidder, ever been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any federal or state antitrust law in connection with the bidding upon, award of, or performance of any "public works contract," as defined in Public Contract Code section 1101, with any "public entity," as defined in Public Contract Code section 1100, the Regents of the University of California, or the Trustees of the California State University?

Yes: _____ No: _____

If the answer is yes, please explain the circumstances in the space provided below and/or attach separate sheet(s) as necessary, with signature affixed.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

WORKERS' COMPENSATION CERTIFICATION

I do hereby certify that I am aware of the provisions of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work in this contract.

NON-COLLUSION AFFIDAVIT

In accordance with Title 23 United States Code Section 112 and Section 7106 of the California Public Contract Code, the Bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this affidavit on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute this declaration on behalf of the Bidder.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

- A. The bidder hereby certifies that he (as the contractor) and all subcontractors agree to conform to the equal opportunity clauses required by Executive Orders 10925, 11114, and 11246, as well as 41 CFR 60-1.4 Equal Opportunity Clause).
- B. The bidder certifies that within 30 days of the award of the contract, as required, the contractor and subcontractors will file an “Equal Employment Opportunity Employer Information Report EEO-1 (SF-100)” with the U.S. Department of Labor and, annually thereafter, file the same report with the U.S. Department of Labor by March 31. (If your company has filed one of these reports this year, you do not have to comply with the 30-day regulation.) Refer to https://www.eeoc.gov/employers/eeo1survey/upload/instructions_form.pdf for filing requirements (SF-100).
- C. The contractor and all subcontractors shall certify that prior reports have been filed under the applicable filing requirements as follows:
 - a. Contractor/Subcontractor has held previous contracts where EEO provisions were in force.
Yes _____ No _____ (If yes, answer question 2 also)
 - b. Contractor/Subcontractor has filed all “required” reports for these previous contracts.
Yes _____ No _____

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to Executive Orders 10925, 11114, and 11246 and that have not filed reports when required should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor (and/or subcontractor) submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director of the U.S. Department of Labor’s Office of Federal Contract Compliance.

If the bidder has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, “Employee Information Report EEO-1” prior to the award of any contract issued pursuant to this IFB.

- D. This certification is required by the Equal Employment Opportunity Regulations of the Secretary of the Department of Labor (41 CFR 60-1.7(b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of \$10,000 or less are exempt).
- E. Contractor/Subcontractor certifies that he is not currently in receipt of any outstanding letters of deficiency, show cause, probable cause, or other such Notification of Noncompliance with EEO regulations.
- F. A compliance certificate in conformance with this section is not required at time of bid, but each subcontractor must be provide this certificate to the County prior to execution of any contract issued pursuant to this IFB. If available, subcontractor certificates may be supplied at time of bid. Subcontractor signature below certifies Equal Employment Opportunity compliance. Each subcontractor shall answer the questions in Item C above and sign a copy of this page.

Subcontractor Name

Subcontractor Signature

Date

Note: This Certificate constitutes a part of the proposal, and the contractor’s signature on the signature portion of the proposal constitutes the Contractor’s “Equal Employment Opportunity Compliance Certificate” and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Bidder, under penalty of perjury, certifies that, except as noted below, she/he or any other person associated therewith in the capacity of owner, partner, director, office manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- Does not have a proposed debarment pending; and
- Has not been indicated, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exception in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of actions.

Providing false information may result in criminal prosecution or administrative sanction. The above certification is part of the Proposal. Signing this Proposal on the signature portion hereof shall also constitute signature of this certification and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

BIDDER'S QUALIFICATION STATEMENT

Twin Lakes Road Maintenance Project

No. 9309

This Qualifications Statement will be used by Mono County to determine if a Bidder is qualified to do the work to be performed and therefore to find if the Bidder is a "responsible" bidder. The Qualifications Statement should be completed on behalf of the Bidder by an officer or other individual who is knowledgeable about the Bidder's past and current operations, policies, and practices. A response must be provided to each question. If a particular question does not apply, the response should state "not applicable" or "N/A". **Qualifications statements that contain missing or incomplete answers may render the proposal non-responsive.** The County reserves the right, however, to allow the bidder to submit additional information pertaining to its qualifications after the Bid Submission Deadline provided in the Project Manual if circumstances warrant and to waive any error or defect in a Bidder's Qualification Statement.

Answers may be expanded upon by attaching additional pages. Use 8½" x 11" paper and mark each additional page with the Bidder's name and identification of the particular question to which an answer is being given. For the purposes of this Qualification Statement, the terms "company," "firm," "bidder," "proposer," and "contractor" are used interchangeably and have the same meaning.

The following documents or information must be included with your Qualifications Statement for this Bid Proposal. (Existing certification and license information on file with the County and current may meet the requirements of this section subject to verification prior to award of any contract):

Insurance: Contractor must provide proof that the firm is insured at least to the limits identified in the Sample Standard Agreement.

Licenses: Copies of all applicable and current trade licenses issued to the Contractor which legally allow the Contractor to perform the work identified for this Project.

Previous Work History: This Qualifications Statement includes a form titled "Experience on Completed or Ongoing Projects." Please use this form to detail the work that the firm has performed within the last three (3) years. A minimum of three (3) successfully-completed general civil and/or slurry construction projects are required. Use one (1) page per project and reproduce copies of the form as necessary. In each project description, identify your firm as a prime contractor, subcontractor, or joint venture partner.

OSHA Violations: If at any time within the past five (5) years the Contractor has received an OSHA serious violation, you must provide copies of the *Citation and Notification of Penalty*, signed *Settlement Agreement*, and narrative which details the specific issue(s) cited, remedial action required and taken by the Contractor, amount of fine initially imposed, and ultimate resolution.

Resumes and Organizational Chart: The Contractor must include current resumes for each principal and key individual identified in Question 2B below. The statement must also include a copy of the firm's current organizational chart.

Equipment: The Contractor must provide a list of equipment that would be available for the work.

1. GENERAL INFORMATION:

A. Type of organization: _____

If Corporation, include year and state incorporated

If Partnership, state whether general or limited

If Sole Proprietorship, include name of owner

If Joint Venture*, include name all partnering firms

* Bidder's submitting a bid as joint venture must obtain a joint venture contractor's license before they may be awarded a contract, per Business and Professions Code §7029.1.

B. Is the firm, and all persons or firms listed in the bid as subcontractors, registered with the Department of Industrial Relations as required by California Labor Code section 1725.5?

_____ Yes _____ No

C. If you checked "No" in the previous question, then you must fall within one of the limited exceptions set forth in California Labor Code section 1771.1, and must register with the Department of Industrial Relations prior to contract award. Does the firm (or any subcontractor) fall within California Labor Code section 1771.1 and become registered prior to contract award?

_____ Yes (attach explanation) _____ No (not qualified)

2. PERSONNEL:

A. Identify the current number of employees below:

| Employee Type | Full-Time | Part-Time |
|---------------|-----------|-----------|
| Office | | |
| Field | | |

B. Principals and Key Personnel: On the chart below, supply the required information. Principals and key personnel include proprietors, partners, directors or officers of the firm; any manager or individual who participates in overall policy-making or financial decisions of the firm; any person who makes significant financial contributions to the firm's operations; any person in a position to control and direct the firm's overall operations or any significant part of its operation (including site foremen and superintendents). Resumes for principals and key personnel must be provided herewith. Use additional sheets if necessary to identify all principals and key personnel.

| Description | Person 1 | Person 2 | Person 3 |
|-------------|----------|----------|----------|
| Name | | | |
| Title | | | |
| % Ownership | | | |

(Use additional sheets if necessary to identify all Principals and Key Personnel)

3. FINANCIAL INFORMATION:

- A. Are there any liens outstanding against the Contractor?
(if yes, provide a detailed explanation on an attached sheet) Yes No
- B. Has the Contractor, principals, or key personnel been party to a
bankruptcy or reorganization proceeding with the last five years?
(if yes, provide a detailed explanation on an attached sheet) Yes No
- C. Annual sales dollar volume of Contractor: \$ _____

4. INTEGRITY OF CONTRACTOR: Please provide an explanation on an attached sheet for any of the following questions with the answer "yes".

- A. During the past five years has the Contractor:
 - i. Been subject of a lien or claim of \$25,000 or more by a subcontractor or supplier? Yes No
 - ii. Failed to complete a contract? Yes No
 - ii. Been suspended, debarred, disqualified or otherwise declared ineligible to bid? Yes No
 - iv. Been defaulted on any contract? Yes No
 - v. Had a contract terminated? Yes No
 - vi. Had liquidated damages assessed against it upon completion of a contract? Yes No
 - vii. Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts? Yes No
- B. During the past five years has the Contractor, Principals or Key Personnel:
 - i. Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts? Yes No
 - ii. Been the subject of an investigation involving any alleged violation of criminal law, civil antitrust law or other federal, state, or local civil law? Yes No
 - iii. Been convicted after trial or by plea of any felony under state or federal law? Yes No
 - iv. Entered a plea of nolo contendere to a charge of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or violation of an antitrust law? Yes No
 - v. Been the subject of an investigation of any alleged violation of federal, state, or local regulations by any public agency? Yes No

- vi. Been found to have committed a violation of any labor law or regulation including prevailing wage rates and fair labor practices? Yes No
- vii. Been found to have committed an OSHA "serious violation" ? Yes No
- viii. Been found to have committed a construction-related violation of federal, state, or local environmental law or regulation? Yes No

5. BIDDING CAPABILITY AND PREVIOUS EXPERIENCE:

A. Provide a detailed narrative of the Contractor's experience and involvements in pavement preservation, crack seal, and/or slurry projects. Previous experience in this field of construction is necessary for the Contractor to be found responsible specific to this Project. Additional information can be provided on an attached sheet.

mark if continued on an attached sheet

B. Identify Contractor specialty capabilities (check all appropriate). Bidder must have self-performing capability for each specialty selected.

- | | |
|--|--|
| <input type="checkbox"/> 1. Road Design | <input type="checkbox"/> 13. Roadway Safety Assessment |
| <input type="checkbox"/> 2. Concrete | <input type="checkbox"/> 14. Roadway Sign Placement |
| <input type="checkbox"/> 3. Masonry | <input type="checkbox"/> 15. Roadway Striping |
| <input type="checkbox"/> 4. Metals | <input type="checkbox"/> 16. Utility Placement & Trenching |
| <input type="checkbox"/> 5. Carpentry | <input type="checkbox"/> 17. Parking Lot Design |
| <input type="checkbox"/> 6. Erosion Control Protection | <input type="checkbox"/> 18. Parking Lot Striping |
| <input type="checkbox"/> 7. Grading & Earthwork | <input type="checkbox"/> 19. Airport Design / Layout |
| <input type="checkbox"/> 8. Asphalt Concrete Paving | <input type="checkbox"/> 20. Traffic Control |
| <input type="checkbox"/> 9. Asphalt Concrete Crack Sealing | <input type="checkbox"/> 21. Asphalt Grinding / Overlay |
| <input type="checkbox"/> 10. Asphalt Concrete Slurry Sealing | <input type="checkbox"/> 22. Guardrail Installation |
| <input type="checkbox"/> 11. Asphalt Concrete Fog Sealing | <input type="checkbox"/> 23. Pre-fabricated Equipment |
| <input type="checkbox"/> 12. Asphalt Concrete Tack Coat | <input type="checkbox"/> 24. Shotcrete Application |

C. Contract capability (determined by size of previous work and bonding capacity):

- 1. \$0 - \$10,000
- 2. \$0 - \$50,000
- 3. \$0 - \$100,000
- 4. \$0 - \$250,000
- 5. \$0 - \$500,000
- 6. \$0 - \$1,000,000
- 7. \$0 - \$5,000,000
- 8. \$0 - \$10,000,000
- 9. \$0 - >\$10,000,000

D. Use the following form (Page BD-17) to describe Bidder's experience on completed or ongoing projects over the last five (5) years. A separate sheet must be completed for each project; a minimum of three (3) projects are required.

PROJECT EXPERIENCE WITH ASPHALT PAVING, SLURRY SEAL AND PAVEMENT STRIPING PROJECTS

Project Status:
[] Project completed
[] Work in progress

Contractor's Role*:
[] Prime Contractor
[] Subcontractor
[] Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

Contract Amount (Contractor's Share): \$_____ Was project bonded? [] Yes [] No

% of total project performed by Contractor by Contractor's own forces: _____%

Was Contractor required to possess a Performance Bond and/or Payment Bond? [] Yes [] No

Start Date:_____ Scheduled Completion Date:_____ Actual Completion Date:_____

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone:_____ email:_____

Contact Name:_____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone:_____ email:_____

Contact Name:_____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone:_____ email:_____

Contact Name:_____ Title: _____

Description of work performed by Contractor: _____

BID BOND

(MINIMUM 10% OF TOTAL BID AMOUNT)

KNOW ALL BY THESE PRESENTS that we, _____
the Contractor in the contract hereto annexed, as Principal, and _____,
as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as
set forth herein to the County of Mono (hereinafter, "Owner") in the sum of \$ _____
lawful money of the United States. Principal has submitted the accompanying bid for

Twin Lakes Road Maintenance Project

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the
Owner, at the price designated by his bid, and files two bonds with the Owner, one to guarantee payment
for labor and materials and the other to guarantee faithful performance, in the time and manner specified
by the Owner, and carries all insurance in the type and amount which conforms to the Contract
Documents, and furnishes required certificates and endorsements thereof, then this obligation shall be
null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond shall not preclude the Owner from seeking all other remedies provided by law to
cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the Owner is required to engage the services of an attorney in
connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees
incurred with or without suit.

PRINCIPAL:

Executed on: _____

By: _____

(Seal of Corporation)

Title: _____

(Attach notary acknowledgment for Contractor's authorized representative and for Attorney-in-Fact of
Surety)

NOTICE: No substitution or revision to this bond form will be accepted. Sureties must be authorized to
do business in and have an agent for service of process in California. A certified copy of Power of
Attorney must be attached.

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

_____ (Name and address of Surety's agent for service of process in California, if different from above)

_____ (Telephone number of Surety's agent in Calif.)

(Attach notary acknowledgement)

SURETY

By: _____
(Attorney-in-Fact)

**AGREEMENT BETWEEN COUNTY OF MONO
AND _____
FOR CONSTRUCTION SERVICES RELATED TO THE TWIN LAKES ROAD MAINTENANCE
PROJECT**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for construction services related to the Hackney Drive and South Landing Road Projects of _____, of _____ (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 Public Works, 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 August 20, 2019 to July 31, 2020 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 \$917,304.00, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors - (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

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

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

8. 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. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million dollars (\$1,000,000.00) 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 or Two Million dollars (\$2,000,000.00) 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 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:
Mono County Public Works Department
Director of Public Works
PO Box 457
Bridgeport, CA 93517

Contractor:

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

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND _____
FOR
CONSTRUCTION SERVICES RELATED TO THE TWIN LAKES ROAD MAINTENANCE
PROJECT**

TERM:

FROM: September 1, 2020 TO: September 1, 2021

SCOPE OF WORK:

The Scope of Work shall consist of the tasks as shown on the Plans, Specifications and Contract Documents.

Tasks performed in completing the Scope of Work shall follow generally-accepted practices for the construction industry and shall meet the minimum requirement and guidelines established by the Plans, Specifications and Contract Documents.

Tasks not explicitly stated or called for, but that can be reasonably inferred to be necessary for the work to be complete and functional for the intended purpose, in accordance with generally accepted practices shall be included in the scope of work.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND _____**

**FOR
CONSTRUCTION SERVICES RELATED TO THE TWIN LAKES ROAD MAINTENANCE
PROJECT**

SCHEDULE OF FEES:

The County will pay to the Contractor the unit price stated in the Proposal Forms, Bid Schedule, for the number of units of each item complete and in-place and conforming to the Plans, Specifications and Contract Documents, as determined by the County.

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

EXHIBIT 1

AGREEMENT BETWEEN THE COUNTY OF MONO AND FOR CONSTRUCTION SERVICES RELATED TO THE TWIN LAKES ROAD MAINTENANCE PROJECT

GENERAL CONDITIONS

SECTION 1. GENERAL

1.1 DEFINITIONS AND TERMS.

Where the following terms are used in these General Conditions, the intent and meaning shall be interpreted as identified in the Standard Specifications and as follows:

- A. **ADMITTED SURETY INSURER (or, SURETY):** A corporate insurer or inter-insurance exchange to which the State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the Insurance Code.
- B. **AWARD:** The acceptance by the County of the successful bidder's proposal.
- C. **CALENDAR DAY:** Unless otherwise specified, days or calendar days means each and every day shown on the calendar, Saturdays, Sundays, and holidays included.
- D. **CHANGE ORDER:** A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.
- E. **CONTRACT (or, CONTRACT DOCUMENTS):** The written and executed agreement between the County and the Contractor covering the work to be performed. The written agreement consists of all attachments as well as all documents incorporated by reference and shall include, but is not limited to, the agreement, performance bond, labor and materials payment bond, any required insurance certificates, the project manual, any addenda issued to bidders, and the project plans.
- F. **CONTRACTOR:** The business entity entering into a contract with the County of Mono for the performance of the work.
- G. **CONTRACT ITEM (or, PAY ITEM):** A specific unit of work for which a price is provided in the Contract.
- H. **CONTRACT TIME:** The number of calendar days or working days, for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
- I. **COUNTY:** The County of Mono, a political subdivision of the State of California.
- J. **DEPARTMENT:** The Mono County Department of Public Works, except where Department of Transportation publications and offices are cited, whereupon such citations are to remain as written and refer to the State of California, Department of Transportation.
- K. **ENGINEER:** The individual, partnership, firm, or corporation duly authorized by the County to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.

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- L. **EQUIPMENT:** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.
- M. **EXTRA WORK:** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.
- N. **INSPECTOR:** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- O. **LABORATORY:** The laboratory or laboratories authorized by the Department to test materials and work involved in the contract.
- P. **LIQUIDATED DAMAGES:** the daily amount set forth in these General Conditions to be deducted from the contract price to cover additional costs incurred by a local agency because of the contractor's failure to complete the contract work within the number of calendar days or workdays specified.
- Q. **NOTICE TO PROCEED:** A written notice from the Department to the Contractor to begin the actual contract work on the Project. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- R. **PROJECT:** The construction, installation, placement, alteration, or repair of any improvement of any kind, which is required directly or indirectly by the contract.
- S. **SPECIFICATIONS:** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if physically included in the contract.
- T. **STANDARD PLANS:** State of California Department of Transportation, 2010 edition of the Standard Plans
- U. **STANDARD SPECIFICATIONS:** State of California Department of Transportation, 2010 edition of the Standard Specifications
- V. **SUPERINTENDENT:** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- W. **SURVEYOR:** The individual, partnership, firm, or corporation duly authorized by the Contractor to be responsible for verifying placement of the work and acting directly or through an authorized representative.
- X. **UNEXCUSABLE DELAY:** a delay that does not entitle the Contractor to an adjustment of the Contract Limit and does not entitle the Contractor to an adjustment of the Contract Time.
- Y. **WORK:** The construction and services required by the Contract, whether completed in whole or partially completed, and includes all labor, materials, equipment, tools, supplies, tax, transportation, and services provided or to be provided by the Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.
- Z. **WORKING DAY:** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

1.2 ORDER OF PRECEDENCE OF DOCUMENTS.

In case of conflict between the Agreement, any Attachments to the Agreement, any Special Provisions, Project Plans, Technical Specifications, Quality Assurance Program (QAP) Plan, Standard Plans or Standard Specifications or other portions of the Contract Documents, including the Invitation for Bids and Instructions to Bidders, the more specific provision shall govern.

SECTION 2. PERFORMANCE OF WORK

2.1 USE OF PREMISES, HOURS OF WORK, CONTACT INFORMATION AND PUBLIC NOTIFICATION.

- A. Work occurring within 500 feet of a residential or commercial occupancy shall be limited to the hours between 7:00 am and 8:00 pm Monday through Saturday (Sunday operations shall be limited to hours between 9:00 am and 5:00 pm). Concrete pouring is limited to daylight hours between sunrise and sunset.
- B. Unless otherwise provided, the Contractor accepts full control of any vehicles, equipment, material, or other property delivered to the site in the performance of services and work for the Project. The Contractor is solely responsible for ensuring the security and protection of such vehicles, equipment, materials, property, and Work. The County accepts no responsibility for the security, safety, or liability of said vehicles, equipment, material, property, or work until final acceptance of the Work. The Contractor understands that the project site is a public area and, as such, there may be vandalism or obstructions, protrusions, and undesirable materials on and under the ground surface that may result in damage to the Contractor's vehicles, equipment, materials, project work, or other property.
- C. Authorized representatives or agents of the Engineer and County, state, or federal government shall have the right to enter the project site at any time during execution of the Work for any purpose that will not unreasonably interfere with the Contractor's use, including, but not limited to, the conduct of its own business, facility inspection, or inspection to ensure compliance with the terms and conditions of the Project.
- D. 24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff's Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.

Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall deliver written notice to all adjoining residents, businesses, tenants, to the fire department and law enforcement agency having jurisdiction over the project area, and other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor's superintendent and of the County Engineer. A follow up notice shall

be distributed two days prior to the construction activity. Copies of all notices shall be provided to the Engineer for approval five working days prior to the desired distribution date.

- E. Vehicular access – Vehicular access to and from commercial and residential driveways and parking lots shall be maintained at all times, except when performing items of work that cannot be accomplished without access restriction.

2.2 OTHER PROJECTS.

The Contractor is advised that other projects may be taking place at the site at the same time as this Project. The Contractor will make every effort to coordinate his work with that of other contractors.

2.3 PROTECTION OF PROPERTY.

Attention is directed to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications. The Contractor shall take all reasonable precautions to preserve and protect all on-site and surrounding public and private property to prevent damage of all kinds to existing structures, signs, fences, gates, roads, drainage facilities, monitoring wells, equipment, and the environment arising from the execution of this Contract, unless otherwise called for on Project Plans or in these General Conditions. In addition, the Contractor shall be responsible for the preservation and protection of all land monuments and property markers.

In addition to its obligations pursuant to the Agreement to defend, indemnify, and hold the County harmless, the Contractor shall replace, repair, and/or be responsible for any damage or injury to property of any character during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in the Contractor's manner or method of executing the Work, or at any time due to defective work or materials, and said responsibility shall not be released until the Project is completed and accepted. Repairs or replacement required as a result of such damage shall be performed to the County's satisfaction and at no additional cost to the County.

It is the Contractor's responsibility to identify and document any property or site damage that exists prior to the start of construction. If undocumented damage is discovered by the County that could have been caused as a result of the Contractor's presence, it will be the Contractor's responsibility to repair the damage to the County's satisfaction without cost to the County. If the Contractor does not repair the damage to the County's satisfaction, the County has the right, after 48 hours of written notification, to repair the damage and charge the Contractor for all expenses associated with the repair.

The Contractor shall be responsible for the safety of all persons at or near the project site as it pertains to the Project. The Contractor shall provide signage, temporary protective fencing, or covering over any open trenching, excavation, or other hazardous situation arising from the execution of the Work, to keep out unauthorized persons, at no additional cost to the County.

2.4 ENVIRONMENTAL PROTECTION.

The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. All necessary precautions shall be taken to prevent pollution of streams, drainage channels, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. Any fuel or lubricants stored on-site shall be in appropriate and secure containers provided with secondary containment.

2.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.

Should the Contractor encounter materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and immediately report the condition to the Engineer in writing.

In accordance with Section 25914.1 et seq. of the Health and Safety Code, all such removal of asbestos or hazardous substances, including any exploratory work to identify and determine the extent of such asbestos or hazardous substance, shall be performed by a person properly licensed to perform such work and shall be performed by separate contract if the presence of asbestos or hazardous substances is not disclosed in the bid documents.

2.6 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.

Should the Contractor encounter, during its operations, any building, part of a building, structure, or object which is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor to either resume its operations or to suspend operations as directed.

Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order, amended or supplemental agreement).

SECTION 3. ACKNOWLEDGEMENTS, DISCLOSURES, CERTIFICATIONS AND AFFIDAVITS

3.1 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined to be of ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the County.

3.2 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with a court order to comply with an order of the National Labor Relations Board.

3.3 APPLICABILITY TO SUBCONTRACTORS

The certification and disclosure of lobbying activities forms provided in the Project Manual and/or the Agreement shall be included in each subcontract and any lower-tier contracts exceeding \$10,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

3.4 QUARTERLY DISCLOSURES

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractor, or lower-tier contractor. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- (3) A change in the officer(s), employees(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

SECTION 4. SUBCONTRACTORS

4.1 SUBCONTRACTING.

No subcontract releases the Contractor from the contract or relieves the Contractor of its responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code § 4100 et seq., the County of Mono may exercise the remedies provided under Public Contract Code § 4110 and may refer the violation to the Contractors State License Board as provided under Public Contract Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the Agreement and all contract documents including, but not limited to insurance requirements. Subcontractor shall provide all certificates and other required documentation/proof of insurance to Contractor, and Contractor shall make such documents available to County upon its request.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

The Contractor shall submit copies of subcontracts upon request by the Engineer. Before subcontracted work starts, the Contractor shall submit a Subcontracting Request form to the Engineer. The Contractor shall not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>

Upon request by the Engineer, the Contractor shall immediately remove and not again use a subcontractor who fails to prosecute the Work satisfactorily.

If the work involves Federal funds, each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contract" located in the Federal Provisions within the Project Manual.

Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

4.2 PERFORMANCE OF SUBCONTRACTORS

The bid shall list the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

4.3 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.

A prime contractor or subcontractor shall pay any subcontractor not later than 7 days from receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

4.4 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.

Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the County's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Please refer to the Federal Provisions (for contracts involving Federal funds), attached to the Agreement for further information. Where the Federal Provisions apply, they shall supersede and replace this section 4.4 to the extent inconsistent herewith.

4.5 APPALACHIAN REGIONAL DEVELOPMENT ACT OF 1965.

This project is not funded under the Appalachian Regional Development Act of 1965, therefore, page FP-13 of the Federal Provisions (if Federal Provisions are included in the contract) does not apply to this contract.

SECTION 5. PROJECT IMPLEMENTATION

5.1 PRE-CONSTRUCTION CONFERENCE.

Prior to Contractor mobilization, a pre-construction conference will be held at a location, date, and time to be determined by the County for the purpose of discussing with the Contractor the scope of work, Project Plans, Technical Specifications, Special Provisions, , existing conditions, coordination with disposal site operations, equipment and material storage locations, materials testing and construction quality assurance, and all essential matters pertaining to the prosecution of and the satisfactory completion of the Project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

5.2 PROSECUTION AND PROGRESS.

The Contractor shall submit a progress schedule for the Engineer's approval within 10 calendar days after the date of the Notice to Award. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the Work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with and within the time set forth in the Contract Documents.

If, in the sole judgment of the Engineer, the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the Work within the contract time and modify its operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

5.3 ORDER OF WORK.

The project site is located in a climate that can experience freezing temperatures throughout the year. While determination of the means, methods, techniques, sequences, and procedures of construction are the responsibility of the Contractor, such sequencing and procedures must bear climatic conditions in mind. Work shall be scheduled and protected such that inclement weather does not damage the Work or result in a hazardous condition.

SECTION 6. PROJECT ADMINISTRATION

6.1 GENERAL.

Changes and Extra Work: The County may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a *Change Order*. A *Change Order* is approved when the County signs the *Change Order*. Until the County approves a *Change Order*, continue to perform the work under the Contract unless the Engineer orders you to start the work described in the *Change Order* before its approval. Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

Control of Work:

Attention is directed to Section 4-1.05, "Changes and Extra Work," and applicable portions of Section 5, "Control of Work," Section 7, "Legal Relations and Responsibility to the Public," and Section 8, "Prosecution and Progress," of the Standard Specifications with respect to administration of this contract and the Project.

6.2 OMITTED ITEMS.

The County may, if in its best interest, omit from the Work any Contract Item. Such omission shall not invalidate any other Contract provision or requirement. Should a Contract Item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such an item prior to the date of the order to omit such item.

6.3 CONTRACTOR REPRESENTATION.

The County will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented in person by either a qualified, competent Superintendent or by another designated, qualified, competent representative who is duly authorized to receive and execute orders of the Engineer. The Superintendent shall be satisfactory to the County and shall not be changed except with the express written consent of the County unless the ceases to be in its employ.

All communications given to the Superintendent or other authorized representative shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. An authorized representative of the Contractor shall be available for emergency telephone communications from the County on a 24-hour, seven days per week basis during the performance of the Work.

6.4 CONTRACTOR PERSONNEL.

The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her. The Contractor shall ensure that all workers have sufficient skill and experience necessary to properly perform the work assigned to them and that workmanship shall be of the best trade practice, regardless of the quality of materials. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. The Contractor shall provide, at all times, sufficient and competent labor to carry on the work properly and ensure completion of each part in accordance with the Project Plans, these General Conditions, the Special Provisions, any QAP, and the approved schedule.

An employee of the Contractor or subcontractor who is deemed by the County to be incompetent, disorderly, or otherwise objectionable shall be promptly removed by the Contractor and not reemployed on the Work.

6.5 METHODS AND EQUIPMENT.

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents.

All equipment used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously-completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract Documents, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the Contract Documents.

6.6 PARTIAL PAYMENTS.

Unless otherwise agreed by the County, no partial payment will be made for any materials on hand which have been furnished but not incorporated into the work.

6.7 FINAL ACCEPTANCE.

Upon due notice from the Contractor of presumptive completion of the entire Project, the Engineer and County will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, such inspection shall constitute the final inspection. The County shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the County will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

The completion of the contract will be accepted and Notice of Completion recorded by the County only when the entire contract is completed satisfactorily to the County.

6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.

If for any reason the Contractor deems that it is due additional compensation for work or materials not clearly provided for in the Contract Documents or previously authorized as extra work, the Contractor shall notify the County in writing of its intention to claim such additional compensation 24 hours before beginning the work on which the claim is based. If such notification is not given or the County is not afforded a proper opportunity by the Contractor to keep strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 14 calendar days, submit its written claim to the County for consideration in accordance with local laws or ordinances. Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

Claims falling within the provisions of California Public Contract Code section 9204 shall be processed in accordance with that section.

6.9 FORCE MAJEURE.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

6.10 WARRANTY AND GUARANTEE.

The Contractor warrants to the County that all materials furnished under this Contract shall be new unless otherwise specified and that all Work, including without limitation all materials, will be of good

quality, free from faults and defects and in conformance with contract requirements. Any work not so conforming to these standards may be considered defective. The obligations of the Contractor in this subsection shall be in addition to, and not in limitation of, any obligations imposed upon it by those guarantees required by the contract or otherwise prescribed by law.

Neither the recordation of a Notice of Completion, nor the final certification or payment, nor any provision of the Contract or partial or entire use or occupancy of the premises by the County shall constitute an acceptance of the Work not performed in accordance with the Contract or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor agrees that all work and materials provided under this contract are guaranteed for a period of one year against defects of any kind or nature and that any defective work or materials resulting from the Contractor's negligence will be repaired or replaced by the Contractor at its own expense immediately upon notification by the County. The Contractor shall furnish a warranty bond in the amount of 10 percent of the contract price as provided for and meeting the requirements specified in the Agreement. The warranty bond shall be furnished and approved prior to final payment and release and shall remain in effect for the duration of the guarantee period to insure the repair or replacement of defective work or materials. The one-year guarantee period shall commence on the day of recordation of the Notice of Completion.

The County will give notice of observed defects with reasonable promptness. The County is authorized to make such repairs and charge the Contractor the actual costs of such necessary labor and material, if, within 14 calendar days after mailing a notice in writing to the Contractor or its agent, the Contractor neglects to make or undertake with due diligence the aforesaid repairs; provided, however, that in the case of an emergency where, in the opinion of the County, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

If after installation and acceptance, the Work provided for under this Contract proves to be unsatisfactory to the County, the County shall have the right to use the Work until it can, without damage to the County, be taken out of service for correction or replacement. Such period of use of the defective Work pending correction or replacement shall in no way decrease the guarantee period.

Nothing in this section shall be construed to limit, relieve or release the Contractor's, subcontractor's, and supplier's liability to the County for damages sustained as the result of latent defects in the Work caused by the negligence of their respective agents, employees or subcontractors.

SECTION 7: TERMINATION

7.1 TERMINATION BY CONTRACTOR.

The Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:

1. Provided that County has not commenced reasonable action to remove any order of a court within the 90 day period, the Work is stopped for 90 consecutive days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
2. The County fails to perform any material obligation under the Contract Documents and fails

to cure such default within 30 days, or County has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from Contractor stating the nature of such default(s).

Upon occurrence of one of the events listed above, the Contractor may, upon 10 days additional notice to County and Engineer, and provided that the condition giving rise to Contractor's right to terminate is continuing, terminate the Contract.

Upon termination by Contractor, County will pay to Contractor the sum determined by Section 7.4 of these General Conditions. Such payment will be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Contractor pursuant to this section; and Contractor will be entitled to no other compensation or damages and expressly waives the same.

7.2 TERMINATION BY COUNTY FOR CAUSE.

The County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause at any time after the occurrence of any of the following events:

1. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
2. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
3. A receiver is appointed to take charge of Contractor's property.
4. The commencement or completion of any Work activity on the critical path is more than 6 days behind the date set forth in the Contract Schedule for such Work activity as a result of an Unexcusable Delay.
5. Contractor abandons the Work.

Upon the occurrence of any of the following events and subject to the clause entitled "Force Majeure", the County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause if the Contractor fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from the County, or within such longer period of time as is reasonably necessary to complete such cure:

1. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
2. Contractor fails to make prompt payment of amounts properly due subcontractors after receiving payment from County.
3. Contractor fails to follow applicable legal requirements.
4. Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
5. Contractor is in default of any other material obligation under the Contract Documents.
6. Contractor persistently or materially fails to comply with applicable safety requirements.

Upon any of the occurrences referred to above the County may, at its election and by notice to the

Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method County may deem expedient. If requested by County, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Contractor fails to do so, County may remove or store, and after 90 days sell, any of the same at Contractor's expense.

If the Contract or Contractor's right to perform is terminated by the County as provided in this section, the Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by County.

If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for County staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to County.

No termination or action taken by the County after termination shall prejudice any other rights or remedies of the County provided by law or by the Contract Documents upon such termination; and the County may proceed against the Contractor to recover all losses suffered by County.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

7.3 TERMINATION BY COUNTY FOR CONVENIENCE.

The County may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of the Contractor, the County shall pay the Contractor in accordance with this Section, below.

Upon receipt of notice of termination under this Section 7.3, Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

Upon such termination, the obligations of the Contract shall be as set forth in section 7.4 . Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

7.4 PAYMENT ADJUSTMENT FOR TERMINATION.

Section 8-1.14E, "Payment Adjustment for Termination," of the Standard Specifications is replaced in its entirety by the following language:

"Upon such termination, the County shall pay to Contractor the sum of the following:

1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
2. Plus previously unpaid costs of any items delivered to the Project Site that were fabricated for subsequent incorporation in the Work.
3. Plus any proven losses with respect to materials and equipment directly resulting from such termination.
4. Plus reasonable demobilization costs.
5. Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which the Contractor is entitled in the event of termination of the Contract by the County pursuant to Sections 7.2 or 7.3; and the Contractor will be entitled to no other compensation or damages and expressly waives same."

SECTION 8. MATERIALS

8.1 MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

Wherever, in the Contract Documents, a particular brand or make of item is specified, the Contractor shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item. This requirement shall be met with respect to the specifications and recommendations of the manufacturer of an "or equal" item approved by the Engineer and installed or applied by Contractor.

8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.

Where American Society for Testing Materials (ASTM) or other specifications or standards are mentioned, it shall be understood that the materials or methods mentioned therewith shall conform to all requirements of the same that are in effect on the date of bid submission.

Where the trade name of a product or the name of a product or the name of a manufacturer appears, it shall be understood to specify the product so identified or its "Approved Equal." The words "Or Equal" or "Approved Equal" shall mean equal in the opinion of, and approval by, the Engineer. Any substitutions for products or manufacturers mentioned in the Contract Documents shall be submitted by the Contractor to the County for approval within 14 calendar days following the Award of Contract or as otherwise permitted in writing by the Engineer.

8.3 STORAGE OF MATERIALS.

Materials shall be stored as to assure the preservation of their quality and fitness for the Work. Stored materials, even if approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the County and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the County. Private property shall not be used

for storage purposes without written permission of the owner or lessee of the property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the County a copy of the owner's or lessee's permission. All storage sites on private or County property shall be restored to their original condition by the Contractor at its entire expense, except as otherwise agreed to in writing by the County.

SECTION 9. CONSTRUCTION DETAILS

9.1 ORDER OF WORK.

The location where Project improvements are to be constructed will be exposed to public traffic. The Contractor shall conduct operations so that conditions do not exist that would create a nuisance, hazard, or other damage. Appropriate safety measures, warning devices and protective devices shall be implemented to protect all workers, the traveling public, and the work.

9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements of the State and local Health Department, or of other bodies or tribunals having jurisdiction.

Attention is directed to federal, State, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to that worker's health or safety.

The Engineer and County shall have **no** responsibility for job site safety. The Contractor and his subcontractors must execute their daily work in accordance with the latest edition of the Occupational Safety and Health Administration (OSHA).

9.3 CONSTRUCTION SITE NUISANCE.

The Contractor shall maintain preventative controls of blowing dust, noise, and other nuisances from construction work. No dogs or other animals are allowed within the project limits.

9.4 PUBLIC CONVENIENCE AND SAFETY.

The Contractor shall provide temporary protective fencing, barriers, and/or covering over any open trenching or excavation arising from the execution of this Contract, to keep out unauthorized persons, at no additional cost to the County. The cost for providing signage, barriers, or any other items associated with public convenience and safety shall be the sole responsibility of the Contractor and no additional payment will be allowed therefor.

Contractor shall comply with OSHA regulations applicable to Contractor regarding necessary safety equipment and procedures. Contractor shall comply with safety instructions issued by County. Contractor's personnel shall wear hard hats and safety vests at all times while working at the project site. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that such areas are within the limits of the project and are open to public traffic. Contractor shall comply with all applicable requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Contractor shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles. All subcontracts entered into by Contractor shall contain the above provisions.

9.5 HIGHWAY CONSTRUCTION EQUIPMENT.

Attention is directed to Section 591 of the Vehicle Code and Sections 7-1.01D, "Vehicle Code," and 5-1.37B, "Load Limits," of the Standard Specifications. The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

9.6 PERMITS.

The Contractor shall give all notices as required and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Project Plans and Technical Specifications are at variance therewith, the Contractor shall notify the County promptly in writing, of any necessary changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the County, the Contractor shall bear all costs arising therefrom. Copies of permits shall be furnished to the County.

9.7 CONSTRUCTION LAYOUT AND STAKES.

The Contractor shall engage the services of a State of California licensed Professional Land Surveyor to perform construction layout. All staking on the project shall be performed by, or under, the direct supervision of a Professional Land Surveyor. The Contractor will be responsible for establishing and maintaining all survey controls and other layout that may be required for construction of the work.

9.8 TESTING AND INSPECTIONS.

Aside from materials testing and certifications required from the Contractor in the Quality Assurance Program (QAP), Technical Specifications, Standard Specifications, Special Provisions (if applicable) and/or these General Conditions, the County will provide testing services for installed work. Inspections shall be performed either: (1) as directed by the Engineer; or (2) pursuant to a written Inspection plan provided by County.

9.9 CONTRACTOR QUALITY CONTROL.

The Contractor shall be responsible for the quality of all materials entering into the work and of the work performed. The County and Engineer shall establish, maintain, and modify if needed, a quality control system that will provide assurance that materials and completed work conform to contract requirements. Where applicable, a copy of the QAP, which establishes testing frequency for materials incorporated into the work and criteria used to monitor the Contractor's conformance with Project Plans and Technical Specifications, will be included in the Project Manual.

9.10 INSPECTION OF THE WORK.

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the County may be ordered removed and replaced at the Contractor's expense unless the County's

representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

9.11 RETEST OF WORK.

When, as provided for in the Contract Documents, the County or Contractor performs sampling and test of the work and the tests show a failure to meet the requirements of the Special Provisions, the QAP, Technical Specifications, or Standard Specifications, the expense of re-testing, after re-working or substitution by the Contractor, will be at the expense of the Contractor, and such costs will be deducted from any amounts due to the Contractor.

9.12 MAINTENANCE DURING CONSTRUCTION.

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times. All costs of maintenance work before the project is accepted shall be included in the unit prices bid on the various Contract Items, and the Contractor will not be paid an additional amount for such work.

Should the Contractor at any time fail to maintain the work as provided herein, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists. Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the County to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the County shall be deducted from monies due or to become due the Contractor.

SECTION 10. OPERATIONS AND SAFETY

10.1 TEMPORARY CONTRACTOR FACILITIES.

At a minimum, the Contractor shall provide chemical toilets for use by contractor and subcontractor employees. Chemical toilets shall be regularly serviced to maintain a clean and odorless facility.

The Contractor's storage area shall be determined at the pre-construction conference. The Contractor shall secure at his own expense any area required for storage of equipment or materials, or for other supplies.

The County will not be responsible for providing telephone, electrical, water, sewer, or any other temporary utility for use by the Contractor.

The Contractor shall remove all equipment, materials, and rubbish from the work areas which it occupies and shall leave the areas in a clean, safe and presentable condition.

10.2 BORROW, DISPOSAL AND MATERIAL SITES.

The operation of any borrow or disposal sites used by the Contractor to produce or dispose of materials for this project shall comply with the requirements of the contract documents. All provisions for water pollution, air pollution, and sound control that apply within the limits of the contract shall apply to all borrow or disposal sites utilized by the Contractor.

Full compensation for complying with the requirements for borrow, disposal and material sites in this section shall be considered as included in the contract prices paid for the items of work which require the use of the sites and no additional compensation will be allowed therefor.

10.3 WATER SUPPLY.

The Contractor is responsible for making its own arrangements to obtain an adequate supply of water required for the proper construction of this project in accordance with the contract documents. The Contractor shall be responsible for all costs associated with obtaining construction water. If the Contractor uses non-potable water on the project, the sources and discharge of non-potable water shall meet the California Department of Health Services water reclamation criteria and the requirements of the Lahontan Regional Water Quality Control Board.

If used, non-potable water shall not be conveyed in tanks or drain pipes which will be used to convey potable water. There shall be no connection between non-potable water supplies and potable water supplies. Non-potable water supply, tanks, pipes, and other conveyances of non-potable water shall be labeled, "NON-POTABLE WATER—DO NOT DRINK."

Full compensation for developing a water supply, loading, and transporting water, labeling as specified, and dust control and moisture-conditioning on the project site shall be considered included in the prices paid for the various Contract Items of work involving the use of water and no additional compensation will be allowed therefor.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of Section 18, "Dust Palliative," of the Standard Specifications shall be used to control dust on this project. No direct payment shall be made for dust palliative. Payment for dust palliative shall be included in the cost of other work.

10.4 EXISTING FACILITIES.

The Contractor shall be responsible for protecting all existing structures and facilities from damage as a result of the Contractor's activities. Any damage resulting from the Contractor's operations shall be repaired immediately, at the Contractor's expense.

SECTION 11. PROGRESS MEETINGS

11.1 WEEKLY PROGRESS MEETINGS.

The Engineer will conduct Progress Meetings at regularly scheduled times convenient for all parties involved. Progress Meetings are in addition to specific meetings held for other purposes, such as coordination meetings. Discussions will address administrative and technical issues of concern, determining resolutions, and development of deadlines for resolution within allowable time frames.

11.2 ATTENDEES.

As may be required by the Engineer, in addition to representatives of Mono County and the Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in

planning, coordination or performance of future activities shall be represented at these meetings by individuals directly involved with the Contract and authorized to conclude matters relating to progress.

SECTION 14. WORK SCHEDULE AND LIQUIDATED DAMAGES

14.1 BEGINNING OF WORK AND TIME OF COMPLETION.

The Contractor shall begin work on the date provided in the Notice to Proceed issued by the Public Works Director or his designee. The work shall be diligently prosecuted to completion before the expiration of 30 WORKING DAYS beginning on the date set forth in the Notice to Proceed.

14.2 LIQUIDATED DAMAGES.

The County expects the Contractor to perform its responsibilities and tasks as specified in these Contract Documents. The expectation is reasonable, within normally acceptable business practices, and in the best interest of the County and its residents. The Contractor acknowledges that the County, in entering this Agreement, has considered and relied on the Contractor's representations as to its ability and commitment to quality and timeliness of service; that the provision of reliable and timely services is of utmost importance to the County; and that the County will suffer damages if the Contractor fails to fulfill its obligations under the Contract. The Contractor acknowledges that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that the County will suffer and that liquidated or actual damages attach and will be payable from any funds due to the Contractor.

The liquidated damages described below, represent the projected financial loss and expenditures that may occur as a result of Contractor non-performance, including financial loss as a result of project delays. The County and Contractor agree that the liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good faith effort by the County and Contractor to establish a reasonable estimate of the damages that will be incurred by the County in the circumstances described, considering all of the circumstances existing on the date of contract award, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient.

This provision for liquidated damages for delay shall in no manner affect the County's right to terminate the Contract or the Contractor's right to perform the Contract as provided elsewhere in the Contract Documents. The County's exercise of the right to terminate shall not release the Contractor from its obligation to pay said liquidated damages in the amount set out below.

The Contractor shall pay to the County the sum of \$5,500 per day, as liquidated damages, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual at page 12-20 available at http://www.dot.ca.gov/hq/LocalPrograms/lam/prog_p/lapmcomplete-2-2012.pdf.

14.3 BREACH.

If conditions of non-performance justifying the imposition of liquidated damages continue, they may amount to a material breach for which the County may pursue recovery of actual losses resulting from the Contractor's failure to perform, and the County expressly reserves this right. The County shall notify the Contractor in writing, for any default specified herein, and such liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the County's notice. The Contractor's failure to pay the assessed liquidated damages within the designated time frame may be deemed by the County as a breach of contract.

SECTION 15. PROJECT CLOSEOUT

15.1 "As-Built" Drawings.

The Contractor shall maintain a set of accurate "as-built" drawings during the course of the project. Any project work completed that varies from the "as-built" drawings as issued shall be legibly noted on the "as-built" drawings in red ink. Both text and line work shall be used to reflect the changes. The "as-built" drawings shall be clearly labeled as "as-built" drawings and each sheet signed and dated by the Contractor, certifying that the information provided is accurate. At the completion of the project and prior to final payment, the "as-built" drawings shall be delivered to the County and, upon receipt, shall be maintained as the property of the County.

EXHIBIT 2

AGREEMENT BETWEEN THE COUNTY OF MONO AND FOR CONSTRUCTION SERVICES RELATED TO THE TWIN LAKES ROAD MAINTENANCE PROJECT PREVAILING WAGES AS OF: September 1, 2020

A. Determination.

The services and work to be provided by Contractor under this Agreement constitute a public work within the meaning of California Labor Code Sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those services and work requested by the County as described in Attachment A of this Agreement that constitute a public work. California Labor Code Section 1771 is incorporated herein by this reference, and a copy of that Section is included at the end of this Exhibit.

B. Prevailing Wage Rate.

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of those services and work that constitute a public work under this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request.

C. Apprentices.

Pursuant to Section 1777.5 of the California Labor Code, properly registered apprentices performing services and work that constitute a public work, if any, shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. California Labor Code Section 1777.5 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to Section 1775 of the California Labor Code, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a public work, as determined by the Director, for the work or craft for which the worker is employed in the performance of services and work provided under this Agreement that constitute a public work, except as provided by subdivision (b) of Section 1775 of the California Labor Code. California Labor Code Section 1775 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

E. Payroll Records.

Pursuant to Section 1776 of the California Labor Code, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement.

F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

G. Posting of Prevailing Wages at Job Site.

Pursuant to California Labor Code Section 1773.2, Contractor shall post at each job site in connection with this Agreement a copy of the Director's determination of the general prevailing rate of per diem wages for each classification of worker required in the execution of those services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work.

H. Hours.

Pursuant to Section 1810 of the California Labor Code, the time of service of any worker employed by Contractor, or by any subcontractor under him, in the performance of services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work, is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as otherwise provided by the California Labor Code.

I. Overtime.

Pursuant to California Labor Code Section 1815, the performance of services and work, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work by employees of Contractor, or employees of any subcontractor under him, in excess of eight hours per calendar day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per calendar day at not less than one and one-half (1½) times the basic rate of pay. California Labor Code Section 1815 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

J. Records of Hours.

Contractor, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the services and work requested by the County that constitute a public work, as described in the Scope of Work (Attachment A) of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards Enforcement as required by Labor Code Section 1812.

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code Section 1813, Contractor, and any subcontractors under him, shall, as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective contractor or subcontractor in the execution of the services and work requested by the County that constitute a public work, as described in the Scope of Work (Attachment A) of this Agreement, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code. California Labor Code Section 1813 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

L. Registration with DIR and Compliance Monitoring.

Under Labor Code section 1725.5, no contractor or subcontractor may be listed in a bid proposal (with limited exceptions stated in Labor Code section 1771.1) or awarded a contract for a public works project unless registered with the Department of Industrial Relations. This project is subject to compliance monitoring and

enforcement by the Department of Industrial Relations.

CALIFORNIA LABOR CODE:
Sections 1771, 1775, 1776, 1777.5, 1813, and 1815

§ 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§ 1775. Penalties for violations

- (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.
- (2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
 - (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
 - (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
- (B) (i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
- (iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.
- (C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.
- (D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

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- (E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.
- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
 - (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
 - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

§ 1776. Payroll records; retention; noncompliance; penalties; rules and regulations

- (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- (1) The information contained in the payroll record is true and correct.
 - (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (b) The payroll records enumerated under subdivision (a) shall be certified and furnished directly to the Labor Commissioner in accordance with subdivision (a) of Section 1771.4, and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)

(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§ 1777.5. Employment of apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the

contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

- (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
 - (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
 - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
 - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
 - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be

required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

- (m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
- (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
 - (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
 - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
 - (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.
- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

§ 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay.

EXHIBIT 3

**AGREEMENT BETWEEN COUNTY OF MONO
AND _____
FOR CONSTRUCTION SERVICES RELATED TO THE TWIN LAKES ROAD
MAINTENANCE PROJECT**

BOND REQUIREMENTS

Contractor shall furnish and maintain during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the Public Works Director or his designee after consultation with the County Risk Manager, the following bonds: 1) a labor and materials payment bond in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price; and, 3) upon project completion and acceptance by the County, a one-year warranty bond in an amount equal to ten percent (10%) of the contract price. The bonds shall comply with the requirements of California Civil Code Section 9554 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by the County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement. Payment and Performance Bonds are released by the County 35 days from the date of filing of the Notice of Completion. Sample bond forms are included on the following pages.

PERFORMANCE BOND

WHEREAS, the County of Mono, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

MONO COUNTY TWIN LAKES ROAD MAINTENANCE PROJECT as described on the Plans, Specifications, and Contract Documents.

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Mono in the sum of \$ _____ dollars (\$ _____), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Mono, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20__.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

PAYMENT BOND

WHEREAS, The County of Mono, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

MONO COUNTY TWIN LAKES ROAD MAINTENANCE PROJECT as described on the Plans, Specifications, and Contract Documents.

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and his subcontractors under Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

WARRANTY BOND

KNOW ALL BY THESE PRESENTS that we, _____,
the Contractor in the contract hereto annexed, as Principal, and, _____
as Surety, are held and firmly bound unto the County of Mono in the sum of
_____ (\$ _____)
lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly
and severally, firmly by these presents.

Signed, Sealed, and Dated

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the contract for the work described herein, or its subcontractor, fails to maintain and remedy in a good workmanlike manner the work of MONO COUNTY TWIN LAKES ROAD MAINTENANCE PROJECT such that it is free from defects in materials and workmanship for a period of one year commencing on

_____ (the "Maintenance Period") and shall indemnify and save harmless the County of Mono, its officers and agents, as stipulated in the contract, said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

EXHIBIT 4

AGREEMENT BETWEEN THE COUNTY OF MONO AND FOR CONSTRUCTION SERVICES RELATED TO THE TWIN LAKES ROAD MAINTENANCE PROJECT

INVOICING, PAYMENT AND RETENTION

3.E. (1). Invoicing and payment. Contractor shall submit to the County, not more than once per month, a payment request in the form of an itemized statement of all services and work described in the Scope of Work (Attachment A) and Contract Documents, which were done at the County's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment at the conclusion of the work. All statements submitted in request for payment should 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. Invoices shall be informative and concise regarding work performed during that billing period. If this box is checked, then invoicing shall be made in the format and according to the schedule and payment terms set forth in the Application and Certificate for Payment set forth on the following two pages.

The progress of work shall initially be determined by Contractor, but must then be approved in writing by the County. Additionally, the making of one or more progress payments shall not be construed as approval of the work performed by the Contractor. Should Contractor submit an improper payment request, the County shall, as soon as practicable, return the request to Contractor accompanied by a document setting forth the reasons why the payment request is not proper. Should the County determine the services or work have not been completed or performed as called for in the Scope of Work (Attachment A) and/or the Contract Documents and/or should Contractor submit an improper payment request, then County shall withhold payment of any disputed amount, plus those amounts authorized by Public Contract Code section 7107, until the services and work are satisfactorily completed or performed and/or the payment request is corrected and resubmitted.

Final payment (excluding retention) for work completed by the Completion Date specified in the Notice of Completion, shall be made within 35 days from the date that County records the Notice of Completion.

3.E.(2). Retention. In accordance with Sections 20104.50 and 9203 of the Public Contract Code, County shall retain 5% of each progress payment until the project is completed unless, at any time after 50 percent of the work has been completed, the Board of Supervisors finds that satisfactory progress is being made, in which case County may make any of the remaining progress payments in full for actual work completed. In accordance with Section 22300 of the Public Contract Code, Contractor may substitute securities for any moneys withheld by the County to ensure performance under this Agreement or request the County to make payments of the retention earnings directly to an escrow agent at Contractor's expense.

Retention for work completed by the Completion Date will be released within 60 days of the date the County records the Notice of Completion.

SECTION III



TECHNICAL SPECIFICATIONS

TWIN LAKES ROAD MAINTENANCE PROJECT

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

TECHNICAL SPECIFICATIONS

Twin Lakes Road Maintenance Project

9309

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1 DESCRIPTION OF WORK

The **Twin Lakes Road Maintenance Project** (hereinafter referred to as the project) is for the purpose of rehabilitation the condition of asphalt concrete on Twin Lakes Road near the community of Bridgeport, CA by fog seal. Pavement Striping and Markings will be applied after the repaving.

There may be other items of work not mentioned above that are required by the 2018 State of California, Department of Transportation, Standard Specifications, Latest Edition (hereinafter referred to as CT Specifications), or these Technical Specifications.

Work shall conform to the State of California (Caltrans) 2018 Standard Specifications and Standard Plans, except as modified herein and on the project plans. In the event of conflicting specifications on a technical matter, the order of precedence is:

- 1 Project Plans.
- 2 These Technical Specifications.
- 3 Caltrans Standard plans and Standard Specifications, 2018 edition.

Submittals:

The Contractor shall provide an 'electronic file' of submittals for each item required in the following sections of these technical specifications.

The Engineer reserves the right to require additional submittals from the Contractor that are not specifically identified. If so requested, the Contractor shall provide the Engineer with an 'electronic file' of any additional submittals.

5 CONTROL OF WORK AND MATERIALS

Submittals:

Construction schedule

Construction:

Work shall progress only after engineer's approval of the Construction Schedule Submittal. The construction schedule shall include consideration for local events. Many of these events have set up times and clean up times that must also be avoided, before and after said event. Refer to <https://www.monocounty.org/things-to-do/events/> for the most current list of events planned for each community, and schedule accordingly. Events that could possibly conflict with construction include:

The engineer may increase or decrease blackout dates for local events. During the duration of local events, work can continue in unaffected regions. Days blocked out due to special events will not be working days.

Highway 395 and Highway 6 are State of California, Highway department roads (CalTrans). All work where Mono County roads join or enter the Caltrans ROW must be done in conformance with an approved Caltrans Encroachment Permit. Mono County will obtain the required Caltrans Encroachment Permit for this work. No work shall be done within the CalTrans right-of-way without the contractor being in possession of an approved encroachment permit signed by CalTrans.

No equipment or construction materials shall be stored or staged within the traveled way. The Contractor shall coordinate with Mono County regarding establishment and operation of storage and staging areas.

In each stage of construction, after completion of the preceding stage, the first order of work shall be the removal of any existing pavement delineation that conflicts with the pavement delineation being used by public traffic, as determined by the Engineer.

24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff's Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.

Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall sign or post written notice in each community and notify other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor's superintendent and Mono County Public Works.

The Contractor shall provide Advance Notice to the following parties.

General
760 932 7549 Mono County Sheriff Department
760 387 2955 Mono County Fire/Rescue Department
760 872 0674 Caltrans Encroachment Permit Office

Payment:

There is no separate payment for Control of Work.

8 MOBILIZATION

General:

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to and from the project site.

Submittals:

Equipment and materials storage locations
Staging locations

Payment:

The contract LUMP SUM price paid for MOBILIZATION shall constitute full compensation for furnishing all labor and materials, including tools, equipment and incidentals, and for performing the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and

disposing of equipment and materials, creating as-built drawings, and for performing all work required for which separate payment is not otherwise provided as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer. No adjustment will be made to the lump sum price for mobilization due to the requirement of a winter suspension, two mobilizations, or changes to other items of work or additions to the Contract. The contract LUMP SUM payments for MOBILIZATION will only be paid as work begins in each separate project area

12 TEMPORARY TRAFFIC CONTROL

General:

All work performed in connection with TEMPORARY TRAFFIC CONTROL shall conform to the provisions in CT Specifications Section 12 TEMPORARY TRAFFIC CONTROL. Sections 7- 1.08, "Public Convenience," 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," and these Technical Specifications. Nothing in these Technical Specifications shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

At the pre-construction meeting, the traffic control requirements for the project shall be reviewed with the Contractor including all of the Contractor's foremen or supervisors.

Submittals:

The Contractor shall submit a traffic control plan prepared by a Civil Engineer. The traffic control plan shall meet the requirements of the Caltrans encroachment permit. If acceptable to Caltrans, applicable Caltrans Standard Plans (T-sheets) may be used in lieu of a traffic control plan prepared by a Civil Engineer.

All hauling on local roads and streets shall be on routes acceptable to the Engineer. The Contractor shall submit the anticipated haul routes 2 working days prior to the pre-construction meeting.

Construction:

The Contractor shall post "No Parking" signs, as necessary, not less than 72 hours in advance of scheduled work that will restrict parking. If the work is not performed during the timeframe indicated on the "No Parking" signs, the work shall be rescheduled with at least three (3) working days advance notice. No parking signs shall state the dates and times that the no parking restrictions will be in effect.

The Contractor shall leave the street open to traffic.

A minimum of one paved traffic lane, not less than ten (10) feet wide, shall be open for use by public traffic in each direction of travel except for single direction traffic control with flaggers as approved by the Engineer. Traffic may not be routed over unpaved roadways unless authorized by the Engineer.

Except for temporary interruptions approved by the Engineer, Contractor shall maintain property owner access to their property over both walkways and driveways at all times.

The Contractor shall maintain a safe workplace at all times, including, but not limited to, providing flaggers, safety equipment, barricades, safe pedestrian passage along sidewalks, and maintenance of handicap access throughout the project site where applicable.

The Contractor shall fulfill the requirements of this section 24 hours per day, seven days per week, including holidays, from the time the Notice to Proceed is issued until the project is accepted as complete.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed as approved by the Engineer.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

All excess and unsuitable material resulting from the Contractor's operation shall be removed from the project site before the end of each workday.

Payment:

The contract LUMP SUM price paid for "TRAFFIC CONTROL" shall include full compensation for furnishing all labor, materials (including signs, arrow boards, barricades and cones), tools, equipment and incidentals, preparing the required traffic control plans, and providing construction and detour signs, flaggers, police support and the installation and subsequent removal of signing, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer. The LUMP SUM price paid for "TRAFFIC CONTROL" applies only to the specific area of construction identified on the Bid Sheets.

13 WATER POLLUTION CONTROL

General:

The intent of the WATER POLLUTION CONTROL is to eliminate the potential for this dust or sediment to exit the project site in any form of runoff and to conform to any federal, state and/or local requirements.

Submittals:

Documentation demonstrating that Fiber Roll is certified seed proof.

Plan showing contractors proposed placement of erosion and sediment control bmps.

Materials: Fiber

Rolls

Other BMP's as determined in the field

Construction:

Work shall be scheduled for time when there is no stormwater runoff entering or exiting the site, except as authorized by the engineer.

No construction debris shall be allowed to exit the site.

Contractor shall have pavement sweeping and vacuuming equipment to collect sediment, dust and debris to eliminate the potential for construction debris from leaving the site.

Contractor may be required to have Fiber rolls available in the instance that a rainstorm is predicted while there is sediment on the paved surfaces. If sediment is continuously removed from paved surface, fiber rolls may not be required.

Work shall include furnishing all labor, materials (including fiber rolls, silt fences, geotextiles, etc.), tools, equipment and incidentals, and providing the required BMPs and subsequent removal of BMPs, and for performing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the erosion control system as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

Project Winterization:

This project is not expected to require winterization. If winterization is required all costs associated with it will be the responsibility of the Contractor. Winterization would include cleaning all surfaces of sediment, debris and dust. If there is a winter shutdown, no work will be permitted in project areas that have not been started.

Payment:

The contract LUMP SUM price paid for "WATER POLLUTION CONTROL" shall include full compensation for furnishing all labor, equipment, and materials (including fiber rolls, silt fences, geotextiles, sweeping, etc.), tools, equipment and incidentals, and providing the required BMPs and subsequent removal of BMPs, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the WATER POLLUTION CONTROL as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

15 PROTECTION OF EXISTING FACILITIES

General:

Existing facilities requiring adjustment include removal and connection to existing storm drainage. All work performed in connection with PROTECTION OF EXISTING FACILITIES shall conform to the provisions in Section 15, "Existing Highway Facilities," and Section 4-1.03D "Changes" of the CT Specifications and these Technical Specifications.

Construction:

Existing underground utility lines are not shown on the plans. This project includes only surface work. The Contractor shall be responsible for locating and field verifying the location of all existing utilities and utility features prior to the start of construction activities and protecting all facilities during construction. (Note: There is a fiber optic line in the vicinity of this project.) Engineer shall be notified of utility conflicts. Contractor shall allow 14 days after notification of utility conflicts prior to construction of affected work. Damage caused by the Contractor to existing facilities shall be repaired within 24 hours at the sole expense of the Contractor.

Existing overhead utility lines are not shown on the plans. The contractor shall take all precautionary measures necessary to protect overhead utility lines and protect workers and pedestrians during construction operations.

The Contractor shall notify and coordinate the work of identifying and marking utility facilities with the respective utility companies. The Contractor is required to call Underground Service Alert (USA) at 811 forty-eight (48) hours in advance of any excavation activity. The Contractor shall submit to the Engineer copies of all USA confirmation numbers including associated documentation.

Existing survey monuments shall be preserved, referenced or replaced pursuant to the requirements of State of California Streets and Highways Code Sections 732.5, 1492.5, and 1810.5 and Business and Professions Code Section 8771 and the following:

The Contractor shall not disturb permanent survey monuments or benchmarks except as shown on the plans and as approved by the Engineer. The Contractor shall bear the expense of replacing any monuments or benchmarks that may be disturbed without permission. Replacement shall be done only by a registered Land Surveyor in the presence of the Engineer.

Should the Contractor during the course of construction encounter a survey monument or benchmark not shown on the plans, he shall promptly notify the Engineer so that the monument or benchmarks may be referenced accordingly.

Payment:

Full compensation for PROTECTION OF EXISTING FACILITIES shall be considered as included in the contract prices paid for the various other items of work, and no additional compensation will be allowed therefor.

17 CLEARING AND GRUBBING

General: Clear and grub all areas that will receive earthwork in accordance with section 17 of the CT Specifications.

Payment:

Full compensation for CLEARING AND GRUBBING shall be considered as included in the contract prices paid for the various other items of work, and no additional compensation will be allowed therefor.

18 DUST CONTROL

General:

All work performed in connection with DUST CONTROL shall conform to the provisions in CT Specifications Section 18 DUST PALLIATIVES.

Submittals:

Documentation for any dust palliative materials proposed.

Construction:

The Contractor shall perform necessary work to control dust at all times as required by regulation.

Sweep up or vacuum any residue before it can be blown by traffic or wind, migrate across lanes or shoulders, migrate to adjacent soils or enter a drainage facility.

Debris collected shall be disposed legally, such as at landfill facility.

Payment:

Full compensation for DUST CONTROL shall be considered as included in the contract prices paid for the various other items of work, and no additional compensation will be allowed therefor.

19 EARTHWORK

General

All work performed in connection with EARTHWORK shall conform to the provisions in CT Specifications Section 19 EARTHWORK.

Performing earthwork activities includes removal of unsuitable material or a buried man-made object if the removal is described. The work also consists of salvaging, removing, and disposing of fences, structures, pavements, culverts, utilities, curbs, sidewalks, signs, snowpoles, and other obstructions within the project earthwork area.

Excavated material may be used as road shoulder fill if approved by the Engineer.

Unsuitable Material:

Excavate and dispose of unsuitable material encountered below the natural ground surface below the grading plane in excavation areas as ordered.

Notify the Engineer before removing the unsuitable material if:

1. Removal is not otherwise described
2. You request payment for removal as change order work

Backfill the space resulting from excavating unsuitable material with material suitable for the planned use.

Buried Man-Made Objects:

Remove and dispose of a buried man-made object encountered in an excavation as part of the excavation work.

Notify the Engineer before removing the buried man-made object if:

1. Removal of the object is not otherwise described
2. Object could not have been determined by visual inspection
3. You request payment for removal of the object as change order work

Shoulder Backing

Specifications for constructing shoulder backing adjacent to the edge of new pavement surfacing.

Materials:

Shoulder backing must be clean and consist of one or any combination of the following materials:

1. Broken stone
2. Crushed gravel
3. Natural rough surfaced gravel
4. Sand
5. RAP
6. Aggregate base

Shoulder backing must be graded within the percentage passing limits shown in the following table:

| Sieve size | Percentage passing |
|------------|--------------------|
| 2" | 100 |
| 1" | 75–100 |
| 3/4" | 65–100 |
| No. 4 | 35–60 |
| No. 30 | 10–35 |
| No. 200 | 5–15 |

If 100 percent RAP is used, shoulder backing must be graded within the percentage passing limits shown in the following table:

| Sieve size | Percentage passing |
|------------|--------------------|
| 1-1/2" | 100 |
| 3/4" | 70–100 |
| No. 4 | 30–80 |

Shoulder backing must comply with the sand equivalent requirements shown in the following table:

| Quality characteristics | Test method | Requirement |
|-------------------------|-------------|-------------|
|-------------------------|-------------|-------------|

| | | |
|--|---------------------|-------|
| Sand Equivalent | | |
| Single type of material except RAP | | 10-35 |
| Combination of all type of materials including RAP | California Test 217 | 10-35 |
| Combination of all type of materials excluding RAP | | 10-30 |
| 100% RAP (min) | | 10 |

If aggregate base is used for shoulder backing, the aggregate base shall meet the requirements of CT Specifications, Section 26, "Aggregate Base".

Construction:

Do not place shoulder backing containing RAP within 100 feet measured horizontally from a culvert, watercourse, or bridge.

Remove weeds, grass, and debris from the area to receive shoulder backing.

Scarify the basement material to receive shoulder backing at least 0.25 feet deep and water immediately before placing the shoulder backing.

Place and spread shoulder backing directly on the basement material. After placing the shoulder backing, water and compact it with a minimum of 2 passes with a steel-tired roller weighing at least 8 tons. Compaction equipment width shall match the width of shoulder backing installed to prevent bridging during compaction. Wherever the total thickness of shoulder backing is more than 6 inches, place the backing as embankment (Ct Specifications 19.) and compact to 95% of maximum dry density. Form smooth and uniform cross sections and slopes.

Do not deposit shoulder backing on new pavement.

Complete shoulder backing within 5 days after placement of adjacent new surfacing except complete shoulder backing within 15 days wherever edge treatment under is placed.

Before opening a lane adjacent to uncompleted shoulder backing, place portable delineators and W8-9, Low Shoulder, signs off of and adjacent to the new pavement surfacing.

Portable delineators and signs must comply with section 12 except the signs may be set on temporary portable supports or on barricades.

Place portable delineators at the beginning and along the drop-off of the edge of pavement in the direction of travel, at maximum intervals of 500 feet on tangents and 200 feet on curves.

Place the W8-9 signs at the beginning and along the drop-off of the edge of pavement in the direction of travel, at maximum intervals of 2,000 feet.

Remove portable delineators and W8-9 signs when the shoulder backing is complete in that area.

Payment:

Full compensation for EARTHWORK that is not SHOULDER BACKING shall be considered as included in the contract prices paid for the various other items of work, and no additional compensation will be allowed therefor.

SHOULDER BACKING is paid for by the LINEAR FOOT (LF). The payment quantity for shoulder backing is the horizontal length of shoulder backing placed parallel to the road centerline. The County does not increase the embankment quantity if subsidence or consolidation occurs after you start placing the backing material.

22 FINISHING ROADWAY

Perform finishing activities after completing all other construction activities.

Construction:

Trim and shape graded areas without surfacing to smooth and uniform cross sections and slopes:

1. Between edge of shoulder and hinge point of slopes
2. At medians

For a graded roadbed without surfacing or pavement, trim and shape the entire roadbed to uniform cross sections and slopes.

Trim slopes of gutters without lining or surfacing to the required grade and cross section.

Do not stockpile material on finished pavement or allow material to drift across pavement. Clean finished pavement of dirt and foreign material.

Clear debris and obstructions from ditches and channels constructed under the Contract.

Clean out sewers, culverts, and other drainage facilities and appurtenant structures constructed under the Contract.

Remove debris and excess material adjacent to culverts, headwalls and endwalls, bridge ends, poles, posts, trees, or other objects and leave in a neat and orderly condition.

Remove from slopes any exposed material that might become loose such as rocks and roots.

Remove loose rock larger than 2-1/2 inches in maximum dimension from:

1. Between the edge of shoulder and hinge point of slopes
2. Medians
3. Finished roadbed

Dispose of material resulting from finishing activities. If authorized, soil and rock resulting from finishing activities may be used along the roadway.

Finishing roadway includes removal, loading, and hauling of excess asphalt road grindings necessary to finish grade the roadway.

Payment:

Full compensation for FINISHING ROADWAY shall be considered as included in the contract prices paid for the various other items of work, and no additional compensation will be allowed therefor.

37 BITUMINOUS SEALS

37-3. Slurry Seals:

Applying a slurry seal consists of spreading a mixture of asphaltic emulsion or polymer modified asphaltic emulsion, aggregate, set-control additives, and water on a surface or pavement.

Submittals:

Submit a laboratory report of test results and a proposed mix design 10 days before starting placement of slurry seal. The report and mix design must include the specific materials to be used.

The laboratory report must include:

1. Test results used in the mix design
2. Proportions of the following materials based on the aggregate's dry weight:
 - 2.1. Aggregate
 - 2.2. Filler determined from tests, minimum and maximum
 - 2.3. Water, minimum and maximum
 - 2.4. Asphalt solids content
 - 2.5. Set control agent
3. Comparison of slurry seal test results to the specified values

The testing laboratory must sign the original laboratory report and mix design.

If the mix design consists of the same materials covered by a previous laboratory report, you may submit the previous laboratory report that must include material testing data performed within the previous 12 months for authorization.

If you change any of the materials in the mix design, submit a new mix design and laboratory report at least 10 days before starting slurry seal work.

Your laboratory must be able to perform International Slurry Surfacing Association tests and mix designs.

Materials:

Aggregate for slurry seal and micro-surfacing must comply with the gradation requirements shown in the following table:

| Sieve size | Percentage passing by aggregate type | |
|------------|--------------------------------------|-------|
| | II | III |
| 3/8" | 100 | 100 |
| No. 4 | 94–100 | 70–90 |
| No. 8 | 65–90 | 45–70 |
| No. 16 | 40–70 | 28–50 |
| No. 30 | 25–50 | 19–34 |
| No. 200 | 5–15 | 5–15 |

Aggregate must be rock dust or sand such as plaster sand. Aggregate larger than the no. 50 sieve must be 100 percent crushed rock. Aggregate must be free from vegetable matter, deleterious substances, caked or clay lumps, and oversized particles.

The slurry seal mix design must comply with the requirements shown in the following table:

Slurry Seal Mix Design Requirements

| Quality characteristic | Test method ^a | Requirement |
|---|--------------------------|-------------------|
| Consistency (max, mm) | Technical Bulletin 106 | 30 |
| Wet stripping | Technical Bulletin 114 | Pass |
| Compatibility | Technical Bulletin 115 | Pass ^b |
| Cohesion test ^c , within 1 hour (min, kg-mm) | Technical Bulletin 139 | 200 |
| Wet track abrasion (max, g/m ²) | Technical Bulletin 100 | 810 |

^aTest methods are by the International Slurry Surfacing Association.

^bMixing test must pass at the maximum expected air temperature at the job site during placement.

^cUsing project source aggregate, asphaltic emulsion, and set-control agents if any.

The mix design must have the percent of asphaltic emulsion, based on percentage by weight of the dry aggregate, within the ranges shown in the following table:

| Asphaltic Emulsion Percentage | |
|--------------------------------------|-------|
| Aggregate type | Range |
| II | 12–18 |
| III | 10–15 |

The Engineer determines the exact percentage based on the design asphalt binder content and the asphalt solids content of the asphaltic emulsion furnished.

Aggregate:

If the specific gravities differ by 0.2 or more, California Test 202 is replaced with California Test 105 for blends of different aggregates.

Aggregate for slurry seal must comply with the requirements for the type shown in the following table:

| Aggregate Quality | | | |
|--------------------------|---------------------|-------------------------------|-----|
| Quality characteristic | Test method | Requirement by aggregate type | |
| | | II | III |
| Sand equivalent (min) | California Test 217 | 55 | 60 |
| Durability index (min) | California Test 229 | 55 | 55 |

Each day's aggregate moisture content measurements must not vary more than ± 0.5 percent.

Polymer modified asphaltic emulsion must:

1. Consist of a polymer mixed with a bituminous material uniformly emulsified with water and an emulsifying or stabilization agent.
2. Use either neoprene polymer or butadiene and styrene copolymer. The polymer must be homogeneous and milled into the asphaltic emulsion at the colloid mill.
3. Polymer modified asphaltic emulsion must be Grade PMCQS1h cationic and must comply with the requirements shown in the following table:

Polymer Modified Asphaltic Emulsion Requirements

| Quality characteristic | Test method | Requirement |
|---|--|---------------|
| Tests on emulsion: | | |
| Saybolt Furol viscosity @ 25 °C (Saybolt Furol seconds) | AASHTO T 59 | 15–90 |
| Sieve test (%) | AASHTO T 59 | 0–0.3 |
| Storage stability after 1 day (%) | AASHTO T 59 | 0–1 |
| Residue by evaporation (min, %) | California Test 331 | 57 |
| Particle charge | AASHTO T 59 | Positive |
| Tests on residue by evaporation: | | |
| Penetration at 25 °C | AASHTO T 49 | 40–90 |
| Ductility at 25 °C (min, mm) | AASHTO T 51 | 400 |
| Torsional recovery (min, %) or Polymer content (min, %) | California Test 332 California Test 401 | 18 2.5 |

Construction:

Before applying slurry seal or micro-surfacing, cover manholes, valve and monument covers, grates, or other exposed facilities located within the area of application using plastic or oil resistant construction paper secured by tape or adhesive to the facility being covered. Reference the covered facilities with enough control points to relocate the facilities after application of the seal coat.

In areas inaccessible to spreading equipment, spread the slurry seal or micro-surfacing mixture with hand tools or other authorized methods. If placing with hand tools, lightly dampen the area first. Do not handle or shift the material.

Proportion slurry seal ingredients in compliance with the authorized mix design. Proportion and blend different aggregate types before adding other ingredients.

After proportioning, the slurry seal mixture must be workable. The slurry seal surface must be cured to allow traffic within 1 hour after placement. The slurry seal must not show bleeding, raveling, separation, or other distresses for 15 days after placing.

Spread slurry seal uniformly within the specified spread rate range. Do not spot, rehandle, or shift the mixture.

The Engineer determines the exact spread rate for slurry seal. The completed rate must be within 10 percent of the Engineer's determined spread rate. The slurry seal spread rates must be within the ranges shown in the following table:

| Type of aggregate | Range (lb of dry aggregate/sq yd) |
|-------------------|--------------------------------------|
| II | 10–15 |
| III | 20–25 |

Longitudinal joints must correspond with lane lines. You may request other longitudinal joint patterns if they do not adversely affect the slurry seal.

Spread slurry seal in full lane widths. Do not overlap slurry seal between adjacent lanes more than 3 inches.

Use kraft paper at transverse joints and over previously placed slurry seal to prevent double placement. Remove the paper after use. Use hand tools to remove spillage.

The finished surface must be smooth.

The mixture must be uniform and homogeneous after spreading, and there must not be separation of the emulsion and aggregate after setting.

Protect the slurry seal from damage until it has cured and will not adhere or be picked up by vehicle tires.

Mixing and Spreading Equipment:

Mixing and spreading equipment for slurry seal must proportion asphaltic emulsion, water, aggregate, and any set-control additives by volume and mix them in continuous pugmill mixers. Continuous pugmill mixers must be of adequate size and power for the type of materials to be mixed.

Introduce emulsion into the mixer with a positive displacement pump. If you use a variable-rate pump, the adjusting unit must be sealed in its calibrated position.

Introduce water into the mixer with a meter that measures gallons.

Identifying numbers for equipment must be at least 2 inches high and located on the front and rear of the vehicle.

If truck-mounted mixer-spreaders are used, keep at least 2 operational spreaders at the job site during placement.

In areas inaccessible to spreading equipment, spread the slurry seal mixture with hand tools. If placing with hand tools, lightly dampen the area first. Do not handle or shift the mixture.

Truck Mounted Mixer Spreaders:

Truck mounted mixer spreaders must comply with the following:

1. Rotating and reciprocating equipment must be covered with metal guards.
2. Proportion aggregate using a belt feeder with an adjustable cutoff gate. The Engineer verifies the height of the gate opening.
3. Belt feeder must have a depth monitor device. The depth monitor device must automatically shut down power to the belt feeder when the aggregate depth is less than 70 percent of the target depth.
4. Separate monitor device must detect the revolutions of the belt feeder. This device must automatically shut down power to the belt feeder if it detects no revolutions. If the belt feeder is an integral part of the equipment's drive chain, the monitor device is not required.
5. Aggregate belt feeder must be connected directly to the drive on the emulsion pump. The aggregate feeder drive shaft must have a revolution counter reading the nearest 0.10 revolution for micro-surfacing, and nearest 1 revolution for slurry seal.
6. Emulsion storage must be equipped with a device that automatically shuts down power to the emulsion pump and aggregate belt feeder when the level of stored emulsion is lowered. To allow for normal fluctuations, there may be a delay of 3 seconds between detection of low emulsion storage levels or low aggregate depths and automatic power shut down.
7. Emulsion storage must be located immediately before the emulsion pump.
8. Emulsion storage tank must have a temperature indicator at the pump suction level. The indicator must be accurate to ± 5 degrees F.

9. No-flow and revolution warning devices must be in working condition and comply with California Test 109. Low-flow indicators must be visible while walking alongside the equipment.

Continuous Self-Loading Mixing Machine:

Continuous self-loading mixing machines must be automatically sequenced and self-propelled. The mixing machine must deliver each material to a double shafted mixer and discharge the mixed material on a continuous flow basis. The mixing machine must have sufficient storage capacity to maintain a continuous supply of material to the proportioning controls. The mixing machine operator must have full control of forward and reverse speeds during placement.

Spreader Box:

The spreader box used to spread the slurry mixture must be:

1. Capable of spreading an entire lane width.
2. Equipped with flexible rubber belting on each side. The belting must contact the pavement to prevent loss of slurry from the box.
3. If wider than 7.5 feet, equipped with baffles, reversible motor-driven augers, or equivalent features to uniformly apply the slurry seal on superelevated sections and shoulder slopes.
4. Equipped with rear flexible strike-off blades in close contact with the pavement and adjustable to various crown shapes to uniformly apply the slurry seal.
5. Equipped with flexible drags attached to the rear and cleaned daily and changed if longitudinal scouring occurs.
6. Clean and free of slurry seal or emulsion at the start of each work shift.

Surface Preparation:

Before you place slurry seal or micro-surfacing, clean the pavement surface by removing loose particles of extraneous materials, including paving and dirt. Use any nondestructive method, such as flushing or sweeping.

Placement:

Longitudinal and transverse joints must be:

1. Uniform
2. Straight
3. Neat in appearance
4. Butt-type joints
5. Without material buildup
6. Without uncovered areas

Place longitudinal joints:

1. On centerlines, lane lines, edge lines, or shoulder lines
2. With overlaps not more than 3 inches

Set the leading edge of kraft paper on transverse joints to create a straight butt joint with the next application when the paper is removed.

Weather Conditions:

Only place slurry seal or micro-surfacing if both the pavement and air temperatures are at least 50 degrees F and rising. Do not place slurry seal or micro-surfacing if either the pavement or air temperature is below 50 degrees F and falling. The expected high temperature must be at least 65 degrees F within 24 hours after placement.

Do not place slurry seal or micro-surfacing if rain is imminent or the air temperature is expected to be below 36 degrees F within 24 hours after placement.

Payment:

Payment quantity for SLURRY SEAL will be measured by the SQUARE YARD (SY). The contract unit price paid per SQUARE YARD for "SLURRY SEAL" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all work involved in constructing slurry seal, including surface cleaning, and contractor quality control according to CT Specification Sections complete in-place, as shown on the plans and as specified in these Technical Specifications or as directed by the Engineer.

82 STREET SIGNS

Remove the existing street signs shown on the plans.

Install new foundation, post and sign shown on the plans, per the detail shown on the plans.

Payment:

The unit price bid for REMOVE SIGN will be paid per EACH item completed.

The unit price bid for INSTALL SIGN will be paid per EACH item completed.

84 MARKINGS

General:

This work shall consist of application of painted pavement striping and markings including applying paint and glass beads. Equipment, mixing, surface preparation, application, and tolerances for furnishing and applying traffic striping and pavement markings shall conform to Section 84, "Markings" of the CT Specifications and these Technical Specifications.

Submittals:

Submit manufacturers cut sheet for Paint Materials.

Materials:

Paint type shall be Waterborne traffic line in accordance with Section 84 of the CT Specifications and shall be applied in two (2) coats.

Glass Beads shall be per CT Specifications Section 84.

Construction:

At least 48 hours shall elapse between application of a bituminous seal coat and permanent pavement marking. Traffic Stripes and Pavement Marking Paint shall be applied in conformance with CT Specifications Section 84.

Approximate locations of all new pavement markings shall match existing pavement marking locations. Before obliterating any traffic stripes, pavement markings, and pavement markers to be replaced at the same location, reference the stripes, markings, and markers. Include limits and transitions with control points to reestablish the new stripes, markings, and markers. Submit your references to the control points at least 5 business days before obliterating the stripes, markings, and

markers.

All traffic striping and pavement markings damaged by the Contractor's operations shall be replaced in kind.

Apply Glass Beads to paint per CT Specifications Section 84.

Any markings installed by the Contractor that the Engineer has not pre-approved, and that the Engineer determines are installed improperly or in the wrong locations, shall be removed and replaced to the satisfaction of the Engineer at the Contractor's sole expense.

Payment:

The contract unit price paid per each item included in this specification section shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

Payment quantity of NO PASSING CENTERLINE (Paint) is the length in LINEAR FEET (LF) measured along the line of the traffic stripe.

Payment quantity of PASSING ONE DIRECTION CENTERLINE (Paint) is the length in LINEAR FEET (LF) measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Payment quantity of 6" PASSING CENTERLINE (Paint) is the length in LINEAR FEET (LF) measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Payment quantity of RIGHT FOG LINE (Paint) is the length in LINEAR FEET (LF) measured along the line of the traffic stripe.

Payment quantity of CROSSWALK AND YIELD LINES (Paint) includes payment for EACH group of crosswalk stripes and two lane-width yield lines as shown on the plans, and details completed.

QUALITY ASSURANCE PROGRAM (QAP)

AGENCY: County of Mono

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes of the testing frequencies or to the tests themselves.

Except as revised by this QAP, work shall be done in conformance with Division of Local Assistance, Office of Procedures Development and Training Quality Assurance Program (CT-QAP) Manual for Use by Local Agencies, Revised January 20, 2011 which can be found at http://www.dot.ca.gov/hq/LocalPrograms/public/QAP_Manual.pdf.

The following terms and definitions will be used:

DEFINITION OF TERMS

- Acceptance Testing (AT) — Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- CT — California Department of Transportation (Caltrans)
- Independent Assurance Program (IAP) — Verification that AT is being performed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP) — A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT, and 1AP.
- Source Inspection - AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.

MATERIALS LABORATORY

The AGENCY will use a private consultant materials laboratory to perform AT on Federal-aid and other designated projects. The materials laboratory shall be under the responsible management of a California registered Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

- 1) Correlation Testing Program — The materials laboratory shall be a participant in one or more of the following testing programs:
 - a) AASHTO Materials Reference Laboratory (AMRL)
 - b) Cement and Concrete Reference Laboratory (CCRL)
 - c) Caltrans' Reference Samples Program (RSP)
- 2) Certification of Personnel — The materials laboratory shall employ personnel who are certified by one or more of the following:
 - a) Caltrans District Materials Engineer
 - b) Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt, National Institute of Certification of Engineering Technologies, etc.
 - c) Other recognized organizations approved by the State of California and/or Recognized by local governments or private associations.
- 3) Laboratory and Testing Equipment — The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National

Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

ACCEPTANCE TESTING (AT)

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the CT Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

Sample locations and frequencies may be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Appendix D, "Acceptance Sampling and Testing Frequencies" of the CT-QAP Manual).

At the County's digression, products may be accepted beyond the annual certification requirement, where Material Mix Designs have been used with continuous positive results and where there has been and will continue to be a consistent use of the same materials.

INDEPENDENT ASSURANCE PROGRAM (IAP)

IAP shall be provided by personnel from Caltrans, the Agency's certified materials laboratory, or consultant's certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated.

IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT.

IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the Agency. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

REPORTING ACCEPTANCE TESTING RESULTS

The following are time periods for reporting material test results to the Resident Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
 - 1) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
 - 2) Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer's staff, shall be done on an expedited basis such as by fax or telephone.

TESTING OE MANUFACTURED MATERIALS

During the Design phase of the project, the Project Engineer may submit a "Source Inspection Request" to the Agency, consultant, or Caltrans for inspection and. testing of manufactured and prefabricated materials by their materials laboratory. A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Appendix F of the CT-QAP Manual. All certificates of compliance shall conform to the requirements of the contract specifications.

Should the Agency request Caltrans to conduct the source inspection, and the request is accepted, all sampling, testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans' Office of Materials Engineering and Testing Services.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers,

PROJECT CERTIFICATION

Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer, The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records. The Resident Engineer in charge of the construction function for the Agency shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders.

RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel
- The project files shall be available-for at Least three years following the date of final project voucher.
- The use of a "Log Summary," as shown in Appendix H of the CT-QAP Manual facilitates reviews of material sampling and testing by Caltrans and FEWA, and assists the Resident Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete therecords.



APPROVED BY:

(Signature)

Garrett Higerd
(Print)

TITLE Assistant Public Works Director
(Print)

Date: July 17, 2014

(Date Signed)

C70926 Exp Jun 30, 2017
(CE# and Expiration Date)



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 11, 2020

Departments: Public Health

TIME REQUIRED

SUBJECT AIDS Drug Assistance Program
(ADAP) Enrollment Site Contract
#20-10059 for July 1, 2020 - June
30, 2023

**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, Center for Infectious Diseases, Office of AIDS
(OA) pertaining to the AIDS Drug Assistance Program (ADAP) Enrollment Site Contract #20-10059.

RECOMMENDED ACTION:

Approve County entry into the AIDS Drug Assistance Program (ADAP) Enrollment Site Contract #20-10059 and authorize the Director of Public Health's signature to execute said contract and related attachments on behalf of the County including minor amendments that may occur in the 3-year contract period of July 1, 2020-June 30, 2023 with approval as to form by County Counsel.

FISCAL IMPACT:

There is no impact to the County General Fund.

CONTACT NAME: Bryan Wheeler

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

SEND COPIES TO:

Lynda Salcido, Bryan Wheeler, Stephanie Butters

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| Click to download |
|--|
| Staff Report |
| Standard Agmt Cover Page |
| Contract Certification |
| Darfur Contracting Act |

History

| Time | Who | Approval |
|------------------|------------------------------|-----------------|
| 8/6/2020 1:53 PM | County Administrative Office | Yes |
| 8/5/2020 9:47 AM | County Counsel | Yes |
| 8/6/2020 3:28 PM | Finance | Yes |



MONO COUNTY HEALTH DEPARTMENT

Public Health

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

DATE: August 11, 2020

TO: Honorable Board of Supervisors

FROM: Lynda Salcido, Public Health Director, Interim

SUBJECT: AIDS Drug Assistance Program (ADAP) Enrollment Site
Contract #20-10059 for July 1, 2020 - June 30, 2023

Recommendation:

Approve and authorize the Director of Public Health's signature on the AIDS Drug Assistance Program (ADAP) contact documents and any amendments that may occur in the 3-year contract period of July 1, 2020-June 30, 2023.

- 4 copies of Standard Agreement Form 213
- Darfur Contracting Act
- CCC-307-Contractor Certification

Discussion:

The Health Department contracts with the California Department of Public Health, Center for Infectious Diseases, Office of AIDS (OA) for the provision of ADAP client enrollment services. ADAP helps ensure that people living with HIV and AIDS who are uninsured and under-insured have access to medication. This contract authorizes the Mono County Health Department to be an enrollment site for eligible residents to sign up for ADAP services.

Fiscal Impact/Budget Projections:

There is no impact to the County General Fund.

For questions regarding this item, please call Stephanie Butters at (760) 932-5587.

Submitted by: Stephanie Butters, Public Health Fiscal and Administrative Officer

Reviewed by: Lynda Salcido, Interim Public Health Director

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20-10059

PURCHASING AUTHORITY NUMBER (If Applicable)

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

County of Mono

2. The term of this Agreement is:

START DATE

July 1, 2020

THROUGH END DATE

June 30, 2023

3. The maximum amount of this Agreement is:

\$0 Zero Dollar

Not applicable-Contract based solely on usage.

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

| EXHIBITS | TITLE | PAGES |
|-------------|---|-------|
| Exhibit A | Scope of Work | 15 |
| Exhibit A-I | Attachment I, Definition of Terms | 10 |
| Exhibit B | Budget Detail and Payment Provisions | 3 |
| Exhibit C * | General Terms and Conditions | GTC |
| Exhibit D | Special Terms and Conditions | 16 |
| Exhibit E | Additional Provisions | 3 |
| Exhibit F | HIPAA Business Associate Addendum | 14 |
| Exhibit G | ADAP Notice of Privacy Practices | 5 |
| Exhibit H | PrEP-AP Notice of Privacy Practices | 5 |
| Exhibit I | Security Requirements, Protections, and Confidentiality Checklist | 2 |
| Exhibit J | Plan for Transporting Confidential ADAP Client Files | 4 |
| Exhibit K | Non Discrimination Clause (OCP-1) STD 017a | 1 |
| Exhibit L | Confidentiality Requirements CDPH 8689 | 1 |
| Exhibit M | Restrictions and Requirements for the Use and Disclosure of HIV/AIDS Public Health Data | 4 |
| Exhibit N | CDPH Information Systems Security Requirements for Projects (ISO/SR1) | 21 |
| Exhibit O | Contractor's Release Form CDPH 2352 | 1 |

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

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

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20-10059

PURCHASING AUTHORITY NUMBER (If Applicable)

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

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

County of Mono

CONTRACTOR BUSINESS ADDRESS

P.O. Box 3329

CITY

Mammoth Lakes

STATE

CA

ZIP

93546

PRINTED NAME OF PERSON SIGNING

Lynda Salcido

TITLE

Interim Public Health Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Ave, Ste 74.317, MS 1802, PO Box 997377

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Jeff Mapes

TITLE

Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per OA Budget Act of 2020

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

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

| | |
|---------------------------------------|-------------------|
| Contractor/Bidder Firm Name (Printed) | Federal ID Number |
|---------------------------------------|-------------------|

By (Authorized Signature)

Printed Name and Title of Person Signing

| | |
|---------------|---------------------------|
| Date Executed | Executed in the County of |
|---------------|---------------------------|

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

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

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the 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 contract period of less than a full year or 10% of its contract with the State.

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §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.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §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. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

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

6. 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.

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

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial **one of the following** three paragraphs and complete the certification below:

1. _____
 Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____
 Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____
 Initials We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

| | |
|---|--|
| <i>Company Name (Printed)</i> | <i>Federal ID Number</i> |
| County of Mono | 95-6005661 |
| <i>By (Authorized Signature)</i> | |
| <i>Printed Name and Title of Person Signing</i> | |
| Lynda Salcido, Interim Public Health Director | |
| <i>Date Executed</i> | <i>Executed in the County and State of</i> |
| | |

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1) Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

AIDS Drug Assistance Program (ADAP) and Pre-Exposure Prophylaxis Assistance Program (PrEP-AP) enrollment services, which includes ADAP's Medication Assistance Program and Health Insurance Assistance Programs, and the PrEP-AP.

California Health and Safety Code section (HSC §) §131019 designates the California Department of Public Health (CDPH), Center for Infectious Diseases, Office of AIDS (OA) as the lead agency within the state responsible for coordinating state programs, services and activities related to Human Immunodeficiency Virus (HIV) and Acquired Immunodeficiency Syndrome (AIDS). HSC § 120972 establishes the PrEP-AP within OA. The AIDS Drug Assistance Program (ADAP) Branch administers both ADAP for people living with HIV and AIDS in California, and PrEP-AP for HIV negative individuals for the prevention of HIV.

2) Service Location

The services shall be performed at the Mono County Health Department, located at:

- 437 Old Mammoth Road, Suite Q, Mammoth Lakes, CA 93546

3) Service Hours

The services shall be provided during normal Contractor working hours as defined by the enrollment site.

4) Project Representatives

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

| | |
|--|--|
| California Department of Public Health Sandra Robinson, MBA ADAP Branch Chief Telephone: (916) 449-5942 Fax: (916) 449-5859 E-mail: sandra.robinson@cdph.ca.gov | County of Mono Lynda Salcido, Interim Public Health Director Telephone: (760) 924-1818 Fax: (760) 924-1831 E-mail: lsalcido@mono.ca.gov |
|--|--|

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B. Direct all inquiries to:

| | |
|--|---|
| <p>California Department of Public Health PrEP-AP Attention: Jeanene Robinson P.O. Box 997426, MS 7704 Sacramento, CA 95899-7426</p> <p>Telephone: (916) 445-7572 Fax: (916) 449-5859 E-mail: jeanene.robinson@cdph.ca.gov</p> <p>ADAP Call Center Data Processing Center (CCDPC) Hours: Monday – Friday 8 a.m. to 5 p.m. Telephone: (844) 421-7050 Fax: (844) 421-8008</p> | <p>County of Mono</p> <p>Attention: Stephanie Butters Fiscal & Administrative Officer</p> <p>P.O. Box 476 Bridgeport, CA 93517</p> <p>Telephone: (760) 932-5587 Fax: (760) 924-1831 E-mail: sbutters@mono.ca.gov</p> |
|--|---|

C. All payments from CDPH to the Contractor; shall be sent to the following address:

| |
|---|
| <p style="text-align: center;">Remittance Address</p> <p>County of Mono Attention "Cashier": Stephanie Butters, Fiscal & Administrative Officer Address: P.O. Box 476 Bridgeport, CA 93517 Phone: (760) 932-5587 Email: sbutters@mono.ca.gov</p> |
|---|

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

5) Services to be Performed

Refer to Exhibit A, Attachment I "Definitions of Terms" to review definitions of acronyms and other contract related terms and references.

The Contractor Shall:

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| Enrollment Site Requirements | Time Line | Responsible Party | Performance Measure and/or Deliverables |
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| A.1. ES Business Contact Requirement | | | |
| Maintain an Enrollment Site (ES) Business Contact to ensure compliance with the requirements of this contract agreement on behalf of the ES and facilitate required information exchange between the ES, CDPH/OA, and CDPH/OA's online ADAP Enrollment System (AES). | Throughout the life of the contract. | ES Administrator | ES Business Contact name and information must be identified in Section 4B. Provide written notice to the assigned CDPH/OA Advisor immediately regarding any changes. |
| A.2. Nondiscrimination Requirements | | | |
| Comply with the provisions as stated in the "Nondiscrimination Clause (STD 17A)", exhibit K. The ES shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or sexual orientation. | Throughout the life of the contract. | ES Administrator ES EEO Officer | ES Administrator and/or EEO Officer name and contact information must be identified in Section 4A. |
| A.3. Information Privacy and Security Requirements | | | |
| All personnel conducting enrollment services under this agreement must abide by all applicable laws and CDPH/OA guidelines regarding confidentiality of client eligibility files and protected health information (PHI) when accessing or submitting client data. | | | |
| i. Ensure compliance with the provisions as stated in the "HIPAA Business Associate Addendum (CDPH HIPAA BAA 6-16)", exhibit F. | Throughout the life of the contract. Contractor shall also continue to extend the protections of these provisions to PHI upon termination or expiration of the agreement until its | ES Business Contact | Notify the assigned CDPH/OA Advisor immediately by phone call plus email or fax when a potential breach has occurred. EWs may be deactivated if more than two potential breaches occur within a calendar year. An ES may be deactivated if potential breaches are committed by more than two EWs in a calendar year. |

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| Enrollment Site Requirements | Time Line | Responsible Party | Performance Measure and/or Deliverables |
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| | return or destruction. | | |
| <p>ii. Ensure that all EWs employed by or volunteering at the ES are issued/assigned an Agency email address.</p> <p><i>*To ensure client confidentiality, ES staff are prohibited from using a personal email address (i.e. gmail, yahoo, etc.) for CDPH/OA-related correspondence.</i></p> | At the time of ES activation and throughout the life of the contract. | <p>ES Administrator</p> <p>ES Business Contact</p> | Verified when EW email address is provided to the assigned CDPH/OA Advisor. |
| <p>iii. Ensure compliance with the provisions as stated in the applicable “ADAP & PrEP-AP Notice of Privacy Practices”, exhibits G & H, and ensure that the notice(s) is posted at the ES.</p> | Throughout the life of the contract. | <p>ES Administrator</p> <p>ES Business Contact</p> | <p>Indicate compliance on the “Security Requirements, Protections, and Confidentiality Checklist”, exhibit I.</p> <p>CDPH/OA will verify via visual observation during site visits.</p> |
| <p>iv. Review and sign the Agreement by Employee/Contractor to Comply with “Confidentiality Requirements (CDPH 8689)”, exhibit L.</p> | Annually. | <p>ES Administrator</p> <p>ES Business Contact</p> <p>ES Managers/ Supervisors</p> <p>ES EW(s)</p> | Submit completed form CDPH 8689 via the AES for each staff. |
| <p>v. Ensure that only certified EWs have access to client eligibility file information, unless otherwise authorized by law.</p> | Throughout the life of the contract. | ES Administrator | Notify the assigned CDPH/OA Advisor immediately by phone call plus email or fax when a potential breach has occurred. |

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| Enrollment Site Requirements | Time Line | Responsible Party | Performance Measure and/or Deliverables |
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| <p><i>* Please refer to the Confidentiality Tables and Information Flows to determine the information sharing requirements that pertain to your ES:</i> https://partners.cdph.ca.gov/sites/ADAPEnrollmentWorkers/</p> | | ES Business Contact | |
| <p>vi. EWs are required to ask a minimum of three security questions when confirming client identity from an incoming phone call prior to disclosing any PHI.</p> | Throughout the life of the contract. | ES Business Contact ES EW(s) | Notify the assigned CDPH/OA Advisor immediately by phone call plus email or fax when a potential breach has occurred. |
| <p>vii. EWs are prohibited from disclosing and must employ reasonable measures to protect their EW ID, AES password, or any other identifier/passcode which may compromise client confidentiality.</p> | Throughout the life of the contract. | ES Business Contact ES EW(s) | Notify the assigned CDPH/OA Advisor immediately by phone call plus email or fax when a potential breach has occurred. |
| A.4. ES Information Technology/Equipment Requirements | | | |
| <p>i. Ensure internet access and equipment and the ability to scan and upload applicant/client eligibility documents to the AES secure enrollment system.</p> | By the go-live date and then throughout the life of the contract. | ES Administrator ES Business Contact | All client enrollments must occur electronically via the AES secure enrollment system. |
| <p>ii. The use of desktop computers, laptop computers, or other hand held electronic devices for enrollment services must adhere to requirements specified in the “HIPAA Business Associate Addendum (CDPH HIPAA BAA 6-16)”, exhibit F.</p> | By the go-live date and then throughout the life of the contract. | ES Business Contact | Indicate compliance on the “Security Requirements, Protections, and Confidentiality Checklist”, exhibit I. |
| <p>iii. Ensure that fax machines, printers, scanners, and any other resource equipment that are used to upload and submit client applications or receive</p> | By the go-live date and then throughout the life of the contract. | ES Business Contact | Indicate compliance on the “Security Requirements, Protections, and Confidentiality Checklist”, exhibit I. |

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| Enrollment Site Requirements | Time Line | Responsible Party | Performance Measure and/or Deliverables |
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| correspondence which may include confidential client information are located in a secure area. | | | CDPH/OA will verify via visual observation during site visits. |
| iv. Ensure use of CDPH-required Multi-Factor Authentication (MFA) when connecting to the AES, such as the Strong Authentication Methods identified in Section 17 of the “CDPH ISO/SR1”, exhibit N, or comparable methods. MFA accounts must be individual and unique, not shared by other persons or devices. | By the go-live date and then throughout the life of the contract. | ES Business Contact | Indicate compliance on the “Security Requirements, Protections, and Confidentiality Checklist”, exhibit I. |
| A.5. Quality Requirements | | | |
| i. Perform an assessment of service capacity, to confirm that ES staffing is adequate in relation to patient volume. Capacity assessments should be constructed from reasonable projections based on historical enrollments. | By the go-live date. | ES Administrator ES Business Contact | Email a copy of the Service Capacity Assessment to your assigned CDPH/OA Advisor. |
| ii. In order to ensure adequate service capacity and to maintain a high degree of customer service, ES is required to be adequately staffed during business hours to provide assistance to clients via in-person appointments, secure e-mails, or over the telephone within a reasonable time frame. | Throughout the life of the contract. | ES Administrator ES Business Contact | Failure to maintain adequate service levels may result, at minimum, in CDPH/OA transitioning clients to a neighboring ES. |
| iii. ES is required to notify CDPH/OA by email at least 2 business days in advance of any known or planned staff absences or site closures (temporary or otherwise) that may impact client services. | Throughout the life of the contract. | ES Administrator ES Business Contact | Notify the assigned CDPH/OA Advisor by email. |
| iv. ES is required to develop a Contingency Plan for Client Services in the event that the ES has inadequate EW coverage, unplanned closures, or | Throughout the life of the contract. | ES Administrator | Email a copy of the Contingency Plan for Client Services to your assigned CDPH/OA Advisor. |

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| Enrollment Site Requirements | Time Line | Responsible Party | Performance Measure and/or Deliverables |
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| <p>an inability to see clients for any time period of more than 4 hours during normal business hours.</p> | | <p>ES Business Contact</p> | <p>The plan must include how and to what neighboring ES clients will be redirected.</p> |
| <p>v. Contracted EW and ES will be held to quality standards and metrics. Please reference the ADAP Resource page found at www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_adap_resourcespage.aspx for current year Quality Performance Metrics.</p> <p>CDPH/OA will conduct secondary review on applications. Applications with errors will be considered defective and will count against the performance level of the EW and ES. EW and ES quality will be factored by dividing the number of defective applications by the total number of applications processed.</p> | <p>Throughout the life of the contract.</p> | <p>ES Administrator ES Business Contact</p> | <p>Any continuously deficient EW or ES may be deactivated and precluded from performing CDPH/OA enrollment services.</p> <p>CDPH/OA will continuously monitor performance levels throughout the life of the contract.</p> |
| <p>A.6. Conduct Requirements</p> | | | |
| <p>EWs are required to conduct themselves with a high degree of professionalism and integrity. ES Business Contact is required to ensure that no EW is employed by, nor receives any financial compensation (including gifts or any other type of incentive) from a participating pharmacy and that no client enrollment is conducted at any participating pharmacy location.</p> <p>Additional examples of misconduct include, but are not limited to:</p> <ul style="list-style-type: none"> i. Knowingly and willfully enrolling clients with inaccurate or false documentation.* | <p>Throughout the life of the contract.</p> | <p>ES Business Contact ES EW(s)</p> | <p>Notify the CDPH/OA Advisor when instances of misconduct are identified.</p> <p>The ES Business Contact may be required to submit a CAP.</p> <p>CDPH/OA staff will address occurrences of misconduct.</p> <p>EWs who engage in misconduct may be subject to temporary or</p> |

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| Enrollment Site Requirements | Time Line | Responsible Party | Performance Measure and/or Deliverables |
|--|---|----------------------------|--|
| <ul style="list-style-type: none"> ii. Acting as EW for, or entering AES information in regards to: self, spouse, registered domestic partner, immediate family, or household members. iii. Insubordination and/or non-compliance with CDPH/OA staff requests. iv. Verbal abuse or use of derogatory language. v. Unresponsiveness to CDPH/OA staff and/or client inquiries. vi. Conducting unauthorized off-site client enrollment. vii. Transporting files contrary to, or in absence of, a written transportation plan approved by CDPH/OA. viii. Violating or otherwise not adhering to any requirement stipulated in this scope of work. | | | <p>permanent suspension of EW status.</p> |
| <p><i>* Knowingly providing inaccurate or false documentation may be in violation of various Penal Code laws and may be subject to violations of the California False Claims Act, which prohibits any person or entity from knowingly making or using a false statement or document to obtain money, property, or services from the State. (See California Government Code section 12650 et. seq.)</i></p> | | | |
| <p>A.7. Training and Technical Assistance Requirements</p> | | | |
| <ul style="list-style-type: none"> i. Ensure all new EWs have successfully completed new EW training provided by CDPH/OA prior to enrolling or re-certifying clients. | <p>Throughout the life of the contract.</p> | <p>ES Business Contact</p> | <p>Report to the assigned CDPH/OA Advisor, site staff who will be registering for required EW trainings.</p> |
| <ul style="list-style-type: none"> ii. Ensure all existing and new EWs complete training on the AES. | <p>Throughout the life of the contract.</p> | <p>ES Business Contact</p> | <p>Report to the assigned CDPH/OA Advisor, site staff who will be registering for required EW trainings.</p> |
| <ul style="list-style-type: none"> iii. Ensure compliance with the most recent requirements written in the "California State | <p>Throughout the life of the contract.</p> | <p>ES Business Contact</p> | <p>Report to the assigned CDPH/OA Advisor, site staff who</p> |

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| Enrollment Site Requirements | Time Line | Responsible Party | Performance Measure and/or Deliverables |
|---|---|-------------------------------------|---|
| ADAP Guidelines,” “California State PrEP-AP Guidelines” and CDPH/OA Management Memos. | | ES EW(s) | will be registering for required EW trainings. |
| iv. Ensure existing EWs maintain active status by participating in required annual recertifying EW trainings and/or other required ad hoc trainings provided by CDPH/OA in order to maintain EW certification to continue conducting client enrollment functions. | Throughout the life of the contract. | ES Business Contact ES EW(s) | Notify EWs to recertify 30 days prior to the recertification end date. |
| v. Ensure the ES has representation/participation on all monthly CDPH/OA EW calls. | Throughout the life of the contract. | ES Business Contact | Must ensure ES participation for 90 percent of monthly calls. Must contact the CDPH/OA Advisor, if unable to participate on a call to discuss the topics covered. |
| A.8. Enrollment Tracking Requirements | | | |
| i. Ensure all EWs are identified and have a site-specific EW ID number issued by the AES. | Throughout the life of the contract. | ES Business Contact | This site-specific EW ID number may only be used by the EW to whom it is assigned for enrollment activities at this site. |
| ii. Report any changes in site specific EWs’ status (e.g., job duties, relocation, separation, etc.) that will alter the EW(s) ability to enroll clients, including the need for de-activation of any EW ID numbers. | Within 24 hours of the identified change. | ES Business Contact | Report additions/deletions/ changes of EW(s) to the assigned CDPH/OA Advisor. |
| A.9. Transportation Plan Requirements | | | |
| i. Ensure that no client eligibility documentation, records, files, etc., will be transported to or from the ES. | To be maintained throughout the life of the contract. | ES Business Contact | See the “Plan for Transporting Confidential ADAP Client Files”, exhibit J. |

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| Enrollment Site Requirements | Time Line | Responsible Party | Performance Measure and/or Deliverables |
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| <p>ii. Ensure that no client enrollment files will be transported until CDPH/OA provides written approval of the site’s specific transportation plan.</p> <p>Exception to this restriction may be approved by CDPH/OA for the following reasons:</p> <ul style="list-style-type: none"> i. Client disability; or, ii. Remote distance requires EW to meet with client outside of the ES; or, iii. The entire ES is moving to a new address/location. | <p>30 days prior to the need for transporting any client enrollment documents/files.</p> | <p>ES Business Contact</p> | <p>Submit a written request to the assigned CDPH/OA Advisor which justifies the necessity for transporting client enrollment document/files. The request must also identify the specific procedure to be followed to safeguard the confidentiality of the client documents being transported, as well as who will be responsible/ accountable for site’s specific procedure(s). See the “Plan for Transporting Confidential ADAP Client Files”, exhibit J.</p> |
| A.10. Administrative Requirements | | | |
| <p>i. Notify the assigned CDPH/OA Advisor if the ES wishes to change from an open site (one which serves any individual who wishes to enroll) to a closed site (one which serves only agency-affiliated individuals) or vice versa.</p> | <p>Provide at least 30-days’ notice for the requested change of status.</p> | <p>ES Business Contact</p> | <p>Written request to CDPH/OA Advisor is required (may be submitted by email).</p> |
| <p>ii. Notify the assigned CDPH/OA Advisor if the ES plans to no longer provide contracted client enrollment services.</p> | <p>At least 60 days prior to planned ES deactivation date.</p> | <p>ES Administrator ES Business Contact</p> | <p>Written Notification required (may be submitted by email) and submission of the “Plan for Transporting Confidential ADAP Client Files”, exhibit J, to the site’s designated CDPH/OA Advisor assuring the secure transfer of hard copy client files.</p> |
| <p>iii. Ensure that clients are made aware of, and have access to, the CDPH/OA program brochures and</p> | <p>By the go-live date and then</p> | <p>ES Business Contact</p> | <p>CDPH/OA will verify, via review of the CDPH/OA Client</p> |

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| Enrollment Site Requirements | Time Line | Responsible Party | Performance Measure and/or Deliverables |
|--|---|---|---|
| info sheets. Copies of the most recent brochures and info sheets must be located in an area of the ES that is visible to clients. | throughout the life of the contract. | | Satisfaction Survey, and via visual observation during site visits. |
| A.11. ADAP Fiscal Requirements | | | |
| i. Ensure CDPH/OA funds are used exclusively to cover costs related to ADAP in accordance with HSC §120956(b). | Throughout the life of the contract. Within five business days of request. | ES Administrator ES Business Contact | Within five business days, upon request, submit to CDPH/OA for review budget and expense reports with sufficient detail to ensure compliance with section A.11. In the event of an audit or upon request by CDPH/OA, ES must be able to adequately show that these contractual requirements have been met. |
| ii. Ensure compliance with the federal Health Resources and Services Administration Ryan White HIV/AIDS Program requirements, policies, and National Monitoring Standards. | Throughout the life of the contract. Within five business days of request. | ES Administrator ES Business Contact | Within five business days, upon request, submit to CDPH/OA for review budget and expense reports with sufficient detail to ensure compliance with section A.11. In the event of an audit or upon request by CDPH, ES must be able to adequately show that these contractual requirements have been met. |
| iii. Ensure funds received from CDPH/OA are not used for unallowable expenses as defined by the Ryan White National Monitoring Standards. | Throughout the life of the contract. | ES Administrator | Within five business days, upon request, submit to CDPH/OA for review budget and expense |

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| | Within five business days of request. | ES Business Contact | <p>reports with sufficient detail to ensure compliance with section A.11.</p> <p>In the event of an audit or upon request by CDPH, ES must be able to adequately show that these contractual requirements have been met.</p> |
| A.12. PrEP-AP Fiscal Requirements | | | |
| i. Ryan White funds are prohibited for the use of PrEP-AP enrollment services. | <p>Throughout the life of the contract.</p> <p>Within 15 business days.</p> | <p>ES Administrator</p> <p>ES Business Contact</p> | Within 15 business days, upon request, ES is required to submit documentation of all EWs performing PrEP enrollment with a budget detail indicating how each EW is funded. |
| ii. EWs who conduct PrEP-AP enrollment are precluded from being 100 percent funded by Ryan White funds. | <p>Throughout the life of the contract.</p> <p>Within 15 business days.</p> | <p>ES Administrator</p> <p>ES Business Contact</p> | Within 15 business days, upon request, ES is required to submit documentation of all EWs performing PrEP-AP enrollment with an itemized budget detail detailing how each EW is funded. |
| A.13. Auditing Requirements | | | |
| i. Facilitate CDPH/OA site visit requests, including but not limited to receiving or providing required documentation/information as requested by the assigned CDPH/OA Advisor. Act as liaison between the site, CDPH/OA Advisor, EW(s), and the ADAP Coordinator within the Local Health | As needed during normal working hours throughout the life of the contract. | <p>ES Administrator</p> <p>ES Business Contact</p> | Respond to written notifications and requests for information initiated by CDPH/OA personnel. |

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| Enrollment Site Requirements | Time Line | Responsible Party | Performance Measure and/or Deliverables |
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| Jurisdiction (if applicable) regarding activities related to the site visit. | | | |
| ii. Ensure that CDPH/OA staff, authorized CDPH/OA representatives and/or other state and federal agencies are granted access to all client eligibility files and any other documentation related to this contract agreement for audit purposes. | As needed during normal working hours throughout the life of the contract. | ES Administrator ES Business Contact | Within five business days, respond to written and in-person requests for client files made by CDPH/OA staff. |
| iii. Develop and submit required Corrective Action Plan (CAP) when required based on results of site visit/federal or state program audit of grievance reports filed against the EW or ES. | As needed. | ES Administrator ES Business Contact | CAP is to be submitted to the assigned CDPH/OA Advisor by the timeframe identified in the letter indicating the CAP is required. |
| iv. All client information must be uploaded securely to the AES. ES is not required to maintain paper-based client files for active clients. Maintain existing hard copy client files/records for four years. Once these files have reached the retention timeframe, they may be destroyed. Continuing to maintain paper files is optional, but must follow the document retention timeframe. | Throughout the life of the contract. | ES Business Contact | As needed, records will be made available to view within the timeframe provided by the federal or state auditors. At contract termination or expiration, documents containing PHI must be returned or retained in accordance with the "HIPAA Business Associate Addendum" (CDPH HIPAA BAA 6-16), exhibit F. |
| A.14. Grievance Requirements | | | |
| i. Ensure that clients are made aware of, and have access to, the CDPH/OA grievance procedures and Medication and Insurance Assistance | Upon initial and annual re-enrollments of ADAP clients and | ES Business Contact ES EW(s) | CDPH/OA will verify, via review of the CDPH/OA Client Satisfaction Survey, and via |

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| Enrollment Site Requirements | Time Line | Responsible Party | Performance Measure and/or Deliverables |
|--|---|--|---|
| <p>Programs Grievance Form as outlined in the California State ADAP/PrEP-AP Guidelines.</p> <p>Copies of the Medication and Insurance Assistance Programs Grievance Form must be located in an area of the ES that is visible to clients.</p> | <p>annual re-enrollment of PrEP-AP clients.</p> | | <p>visual observation during site visits.</p> <p>Indicate compliance on the “Security Requirements, Protections, and Confidentiality Checklist”, exhibit I.</p> |
| <p>ii. Upon client request, assist clients in the completion and submission of a Medication and Insurance Assistance Programs Grievance Form and related documents. Assistance may also include providing the mailing address and contact information for CDPH/OA Advisors and/or other CDPH/OA Contractors, and/or the submission of the completed grievance form and related documents to CDPH/OA.</p> | <p>As needed.</p> | <p>ES Business Contact</p> <p>ES EW(s)</p> | <p>Notify the ADAP Call Center Data Processing Center (CCDPC) immediately if assistance is needed with the CDPH/OA grievance process.</p> |
| A.15. Performance Requirements | | | |
| <p>i. EWs are required by law to vigorously pursue enrollment into health care coverage for which clients may be eligible (e.g., Medicaid, Medicare, employer-sponsored health insurance coverage, and/or other private health insurance) to comply with federal and state payer of last resort requirements.</p> | <p>Throughout the life of the contract.</p> | <p>ES Business Contact</p> <p>ES EW(s)</p> | <p>Upon initial enrollment and annual re-enrollment. EWs are required to assess client’s eligibility for other third-party coverage based on eligibility documents provided. All eligible individuals must apply.</p> |
| <p>ii. EWs are required to proactively conduct outreach to clients, by utilizing the AES dashboard to identify clients who have an eligibility expiration date within 30 days. EWs must document the client outreach in the case notes.</p> | <p>Throughout the life of the contract.</p> | <p>ES Business Contact</p> <p>ES EW(s)</p> | <p>Outreach attempts and any client interaction as a result of said outreach must be clearly documented in the client case notes available through AES.</p> |

Exhibit A
 Scope of Work

| Enrollment Site Requirements | Time Line | Responsible Party | Performance Measure and/or Deliverables |
|---|--------------------------------------|--|---|
| iii. PrEP-AP EWs are required to enroll eligible clients in the appropriate medication manufacturer assistance program when performing enrollment and re-enrollment to comply with payer of last resort requirements. | Throughout the life of the contract. | ES Business Contact ES EW(s) | Upon initial enrollment and annual re-enrollment. EWs are required to assess client's eligibility for medication manufacturer assistance program(s) based on eligibility documents provided. All eligible individuals must apply. |
| iv. If the ES is also a contracted clinical site in the PrEP-AP Clinical Provider Network, PrEP-AP EWs are required to perform a warm handoff to clients being clinically assessed for PrEP clinical eligibility after the client has been enrolled in the PrEP-AP and manufacturer assistance program. | Throughout the life of the contract. | ES Business Contact PrEP-AP EW(s) | Activities must be clearly documented in the client case notes available through AES. |
| v. For clients who test HIV-positive when undergoing an initial assessment for PrEP clinical eligibility or who seroconvert while enrolled in the PrEP-AP, PrEP-AP EWs are required, within forty-eight hours of notification of HIV positive status, to: <ul style="list-style-type: none"> a) refer PrEP-AP clients to an authorized ADAP ES, or b) provide clients with contact information to the CCDPC to be linked to an ADAP ES | Throughout the life of the contract. | ES Business Contact PrEP-AP EW(s) | Activities must be clearly documented in the client case notes available through AES. |

Exhibit A, Attachment I
 Definition of Terms

| Item | Definition |
|--|---|
| AIDS Drug Assistance Program (ADAP) | Federally funded program that helps ensure that people living with HIV/AIDS who are uninsured and under-insured have access to life-saving medications on the ADAP formulary through medication and health insurance assistance programs. ADAP provides assistance with medication, health insurance premium payments, and medical out of pocket payments. |
| ADAP and PrEP-AP Benefits | <p>Benefits available for eligible Clients who enroll in a CDPH/OA program. These services can include:</p> <ul style="list-style-type: none"> • Formulary medication assistance • Prescription Claim third party insurance copays, deductibles, and co-insurance • Medi-Cal Prescription Claim share of cost • Outpatient Medical Out of Pocket Cost reimbursements • Private health insurance premium payments • Medicare Part D premium payments • Medigap premium payments • PEP starter packs • PrEP starter packs • HIV Testing • STI Testing • Pregnancy Testing • Renal Function Testing • Hepatitis A, B, and/or C Screenings |
| ADAP and PrEP-AP Data | <p>The information collected and used by CDPH/OA, Providers, ADAP Enrollment Sites, and any other entity associated with the delivery of ADAP or PrEP-AP Benefits for the purpose of administering the ADAP program. ADAP Data includes: (1) Client eligibility and enrollment information, (2) Information identifying CDPH/OA authorized enrollment sites and workers, (3) Prescription, dispensing, premiums, billing information, and Outpatient Medical Out of Pocket Costs, and (4) all other data pertaining to this Agreement.</p> <p>Data is a set of values of qualitative or quantitative variables; restated, pieces of data are individual pieces of information. Data is measured, collected and reported, and analyzed, whereupon it can be visualized using graphs or images.</p> |

Exhibit A, Attachment I
Definition of Terms

| Item | Definition |
|--|---|
| ADAP Coordinator | Local agency staff designated to act as the primary county contact between the CDPH/OA enrollment sites, OA, and CDPH/OA contractors |
| ADAP Enrollment System (AES) | Online system used by certified CDPH/OA and Contractor staff to enroll/re-enroll/recertify clients into any of the CDPH/OA medication and insurance assistance programs. |
| Administration Costs | Subrecipient administrative activities such as: Usual and recognized overhead activities, including established indirect costs; Management oversight of specific programs funded under the RWHAP; and other types of program support such as quality assurance, quality control, and related activities (exclusive of RWHAP CQM). |
| Agreement | A negotiated and legally binding arrangement between parties as to a course of action. |
| Business Days | Monday through Friday, excluding Thanksgiving, Christmas, and New Year's Day. |
| California Department of Public Health (CDPH) | The lead agency in California providing detection, treatment, prevention, and surveillance of public health issues. |
| California Department of Public Health Office of AIDS (CDPH/OA) | The organizational level within CDPH that has overarching responsibility for HIV medication and insurance assistance programs, including the AIDS Drug Assistance Program, Pre-Exposure Prophylaxis Assistance Program, Employer-Based Health Insurance Premium Payments Program, Medicare Part D Premium Payments Program, and Office of AIDS Health Insurance Premium Payments Program. |
| CDC Guidelines | The most recent recommendations on preexposure or postexposure prophylaxis published by the federal Centers for Disease Control and Prevention (CDC). |
| CDPH Guidelines | Guidelines include all policy, procedures, and management memos made known by CDPH/OA. Current guidelines are |

Exhibit A, Attachment I
 Definition of Terms

| Item | Definition |
|---|---|
| | located on the OA website at: https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_adap_communications.aspx . |
| Centers for Medicare and Medicaid Services (CMS) | The US federal agency that administers Medicare, Medicaid, and the State Children's Health Insurance Program, among others. |
| Client | May mean either of the following: <ul style="list-style-type: none"> a) Individuals enrolled in ADAP and eligible for ADAP services who meet the following criteria: <ol style="list-style-type: none"> 1. are HIV infected; 2. are a resident of California; 3. are 18 years of age or older; 4. are enrolled in the medication manufacturer's assistance program (if eligible); 5. have an annual MAGI that does not exceed 500% of the FPL based on family size and household income; and 6. are not fully covered by or eligible for Medi-Cal or other third-party payers. b) Individuals enrolled in PrEP-AP and eligible for PrEP-AP services who meet the following criteria: <ol style="list-style-type: none"> 1. are a resident of California; 2. have a negative HIV/AIDS test result (dated within 6 months of the PrEP-AP application); 3. are 18 years of age or older; 4. have an annual MAGI that does not exceed 500% of the FPL based on family size and household income; 5. are not fully covered by or eligible for Medi-Cal or other third party payers; and 6. are enrolled in the medication manufacturer's assistance program (if eligible). |
| Closed Site | ADAP enrollment site that only serves ADAP applicants/clients receiving medical care at their facility. (see also: Open Site) |

Exhibit A, Attachment I
 Definition of Terms

| Item | Definition |
|--|---|
| Community-Based Organization (CBO) | Non-profit 501(c)(3) entities that operate within a single local community. |
| Contract Year | Twelve month periods from the anniversary of the End Date. |
| Contractor | The entity awarded the Agreement identified on the STD 213. |
| Deductible | The amount a client owes for covered prescription services before their health insurance plan will pay. |
| Dispense Fee | The amount reimbursed to a pharmacy when filling a prescription to cover the charge for professional services and overhead costs. |
| Effective Date | The date this Agreement becomes effective as listed on the STD 213 of this Agreement. |
| Eligibility Documents | Documents used by CDPH/OA to establish Client eligibility for program benefits. These documents include but are not limited to ADAP/PrEP-AP applications, recertification forms, initial diagnosis verification, proof of identity, proof of income, proof of State residency, copies of recent CD4 and viral load lab results. If applicable, proof of Medi-Cal application, proof of Medi-Cal ineligibility, dependent verification, Medicare Part D documents (e.g., letter of creditable coverage, future eligibility or eligibility termination), copies of health care coverage cards, and recent premium and billing statements. |
| Emergency Access | A process that ensures that ADAP clients have continuous access to their life-saving treatment. Allows expeditious access to ADAP formulary medications for ADAP clients who do not have access to ADAP medications and are at risk for a treatment interruption. |
| Employer-Based Health Insurance Premium Payment (EB-HIPP) | A subsidy program that provides premium assistance for an ADAP client's portion of their employer-based insurance premiums. Individuals enrolled in EB-HIPP are also eligible for the medical out-of-pocket benefit. |

Exhibit A, Attachment I
 Definition of Terms

| Item | Definition |
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| End Date | The date this Agreement terminates as listed on the STD 213 of this Agreement. |
| Enrollment site (ES) | A physical location that provides client enrollment services for any of the contractually authorized CDPH/OA programs. ES are limited to community-based non-profit organizations, clinics, medical providers, and case management service providers including counties or local health jurisdictions/departments (LHJ). |
| ES Business Contact | Contractor's primary administrative contact who is dedicated to overseeing the Agreement. Acts as the primary contact between OA, the ADAP Coordinator within the LHJ, and CDPH/OA service contractors. This staff person may not also be an active EW. |
| Enrollment Worker (EW) | Contracted ES staff that are certified and trained to assist eligible clients with enrollment, reenrollment, and recertification in CDPH/OA medication and insurance assistance programs. EWs must attend an initial web-based training, and recertify annually through a web-based training provided by CDPH/OA. |
| ePrescribing | Abbreviation for electronic prescribing referring to the use of technology such as a computer or wireless device to write and transmit a prescription directly to a pharmacy. May include clinical and cost information. |
| Execution Date | The date the Agreement is signed by CDPH/OA. |
| Federal Poverty Level (FPL) | Income level is determined by the federal Department of Health and Human Services to represent poverty. FPL varies according to family size and changes yearly. |
| Fiscal Year (FY) | State of California fiscal year, July 1 through June 30 annually. |
| Formulary | Defined in California Health and Safety code section 120955(a)(2): The director, in consultation with the ADAP Medical Advisory Committee, shall develop, maintain, and update as necessary a list of drugs to be provided under this program. |

Exhibit A, Attachment I
Definition of Terms

| Item | Definition |
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| | <p>ADAP's formulary is located at CDPH/OA web page: https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_adap_resourcespage.aspx.</p> <p>PrEP-AP's formulary is located at CDPH/OA webpage: https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_adap_resources_prepAP.aspx</p> |
| Go Live Date | The date Participating Entities begin receiving products and services through the Agreement. |
| Health Insurance Portability and Accountability Act (HIPAA) | The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 as amended, and the regulations promulgated thereunder. |
| Health Resources and Services Administration (HRSA) | The Federal agency that administers Ryan White funding. |
| Insurance Benefits Manager (IBM) | Service contractor that manages and processes health insurance premium payments for clients enrolled in CDPH/OA's medication and insurance assistance programs. |
| Local Health Jurisdiction/ Department (LHJ) | One of 58 counties and three cities (Pasadena, Long Beach, and Berkeley) in the state of California authorized to act as a local governmental public health presence. |
| Medical Advisory Committee (MAC) | An advisory body to CDPH/OA and consists of physicians, pharmacists, health professionals, and community members who review the Formulary and make recommendations for additions, deletions, or other changes to the Formulary. |
| Medical Benefit Manager (MBM) | Service contractor that manages and processes outpatient medical out of pocket payments for clients enrolled in CDPH/OA's medication and insurance assistance programs. |

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|---|--|
| Medical Out of Pocket Costs (MOOP) benefit | For eligible clients enrolled in any of CDPH/OA's premium assistance programs, covers outpatient medical out-of-pocket costs that count towards the client's health insurance policy's annual out of pocket maximum. May include copayments, deductibles, coinsurance, share of costs, and other specific expenses. |
| Medi-Cal Share of Cost | The monthly amount of medical expenses, including prescriptions, a Medi-Cal beneficiary with a share of cost obligation must incur before they are eligible to receive Medi-Cal benefits. |
| Medicare Part D Premium Payment Program (MDPP) | Subsidy program that pays Medicare Part D and Medigap insurance premiums for individuals who are enrolled in ADAP and a Medicare Part D prescription drug plan. Individuals that are enrolled in MDPP are also eligible for the MOOP benefit. |
| Medication Assistance Program (MAP) | The ADAP MAP pays for the prescription costs of medication on the ADAP Formulary for eligible individuals. |
| Modified Adjusted Gross Income (MAGI) | As defined in Health and Safety Code section 120960(i)(5), MAGI is based on federal Internal Revenue Code which includes Federal Adjusted Gross Income (FAGI) plus the following income if applicable: <ul style="list-style-type: none"> a) non-taxable Social Security benefits which includes disability payments (SSDI) but does not include Supplemental Security Income (SSI), b) tax-exempt interest, and, c) excluded foreign earned income and housing expenses for Americans living abroad. |
| Multi-Factor Authentication (MFA) | An authentication method in which an authorized user is granted individual access to the AES only after successfully presenting two or more pieces of evidence to an authentication mechanism. This additional layer of security and verification is to ensure the protection of client data. |

Exhibit A, Attachment I
 Definition of Terms

| Item | Definition |
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| National Drug Code (NDC) | The NDC is a unique 11-digit, 3-segment number which identifies the labeler, product, and trade package size. The first segment, the labeler code, is assigned by the FDA. A labeler is any firm that manufactures (including repackagers or relabelers), or distributes (under its own name) the drug. The second segment, the product code, identifies a specific strength, dosage form, and formulation for a particular firm. The third segment, the package code, identifies package sizes and types. Both the product and package codes are assigned by the firm. For purposes of this contract the NDC shall be reported in the 11-digit format 5-4-2. |
| Office of AIDS (OA) | Has lead responsibility for coordinating state programs, services, and activities relating to HIV/AIDS as designated by California Health and Safety Code Section 131019. |
| OA Advisor | OA staff assigned to a LHJ or ES for monitoring and technical assistance. |
| Office of AIDS-Health Insurance Premium Payment (OA-HIPP) | Program that pays for private health insurance premiums and medical out of pocket costs for clients co-enrolled in ADAP's medication assistance program. |
| Open Site | ES that will assist applicants/clients irrespective of where they receive their medical care. (see also: Closed Site) |
| Payer of Last Resort | The state and federal requirement that Ryan White services are billed after the primary payers have been billed. May also be written as Payor of Last Resort. |
| PEP starter packs | An initial supply of PEP medication. |
| Pharmacy Benefit Manager (PBM) | Service contractor administering the ADAP statewide pharmacy network and providing pharmaceutical services for CDPH/OA clients. |
| Pharmacy Provider Network | The pharmacies subcontracted with the Contractor to dispense drugs on the ADAP and/or PrEP-AP formulary to Clients. |

Exhibit A, Attachment I
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| Post-Exposure Prophylaxis (PEP) | A fixed-dose combination of tenofovir disoproxil fumarate (TDF) and emtricitabine (FTC) with integrase or protease inhibitors, or another drug or drug combination that meets the same clinical eligibility recommendations provided in CDC guidelines. |
| Pre-Exposure Prophylaxis (PrEP) | A fixed-dose combination of TDF with FTC, or another drug or drug combination that meets the same clinical eligibility recommendations provided in CDC guidelines. |
| PrEP Assistance Program (PrEP-AP) | PrEP-AP provides assistance with PrEP-related medical out-of-pocket costs and access to medications on the PrEP-AP formulary for the prevention of HIV and treatment of sexually transmitted infections. The PrEP-AP provides assistance to both uninsured and insured individuals at risk for, but not infected with HIV. |
| PrEP starter packs | An initial supply of PrEP medication. |
| Prescription Claims | Claims for outpatient prescription drugs on the Formulary dispensed to Clients. |
| Protected Health Information (PHI) | Information that identifies, or can be used to identify, an individual. PHI contains information that relates to the past, present or future health condition of an individual patient in any form, including paper, electronic, and oral communications as defined by the Health Insurance Portability and Accountability Act |
| Provider | Persons that provide health or health-related services to Clients; includes EWs, case managers, pharmacists, medical providers, insurance plans or administrators, and physicians. |
| Rapid ART | Rapid or immediate initiation of antiretroviral therapy (ART), with the goals of providing Intake, first care appointment, and ART initiation within 5 days of new HIV diagnosis. |
| Recognized Holidays | Christmas, Thanksgiving, and New Year's Day. |

Exhibit A, Attachment I
Definition of Terms

| Item | Definition |
|--------------------------------------|--|
| State | For the purposes of this Agreement, refers to CDPH/OA. |
| Telemedicine | <p>Telemedicine is the use of telecommunication and information technology to provide clinical services from a distance.</p> <p>CDPH/OA contracts to provide telemedicine services to PrEP-AP clients for PrEP- and PEP-related medical services. This allows PrEP-AP clients to access PrEP-related clinical services from the comfort of their own home using a mobile device.</p> |
| Temporary Access Period (TAP) | An approved TAP grants an applicant 30 days of temporary ADAP eligibility in which to obtain and submit required documentation to a certified ADAP enrollment worker so as to substantiate program eligibility. |
| Third Party Payer | Any private, state, or federal program that provides reimbursement to health care providers for prescriptions and medical services rendered to a Client, examples include but are not limited to Medi-Cal (the State of California Medicaid), Medicare, private health insurance. |

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A.** In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B.** For services satisfactorily rendered, CDPH/OA/ADAP agrees to compensate the Contractor for actual services provided in accordance with the amounts specified in Exhibit B, Section E., Amounts Payable.
- C.** Payments shall be processed by CDPH/OA/ADAP no later than the end of the quarter dates noted below.

First Quarter: July 1 – September 30
Payment no later than November 30

Second Quarter: October 1 – December 31
Payment no later than February 28

Third Quarter: January 1 – March 31
Payment no later than May 31

Fourth Quarter: April 1 – June 30
Payment no later than August 31

(FINAL) Supplemental: July 1 – June 30
Payment no later than August 31

D. Payments shall:

- 1) Be calculated based on current ADAP client enrollment data as provided by the ADAP Enrollment System (AES) to determine the number of ADAP services provided at each enrollment site.
- 2) Identify the payment period and/or performance period covered.
- 3) Itemize ADAP services for the payment period in the same level of detail as indicated in Section E Amounts Payable. Subject to the terms of this agreement, payment will only be made for those services expressly identified in this agreement as approved by CDPH/OA/ADAP.

E. Amounts Payable

Enrollment sites will be paid a fee for services performed, calculated on current client enrollment data as provided by AES to determine the number of program services provided at each enrollment site. Services must be complete with all required forms and verifying documentation.

Exhibit B
Budget Detail and Payment Provisions

The following documents and any subsequent updates are not attached but are incorporated herein and made a part hereof by this reference. CDPH will maintain on file, all documents referenced herein and any subsequent updates, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover.

AIDS Drug Assistance Program Enrollment Site Fee for Service Pay Schedule, located at in the Reference Guides page listed as Enrollment Site Fee Schedule in the attached link below:

https://www.cdph.ca.gov/programs/cid/doa/pages/oa_adap_resourcepage.aspx

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

- A. Final payment shall be processed no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager.
- B. CDPH/OA/ADAP shall make payment to the Contractor quarterly in arrears for costs associated with the provision of ADAP enrollment services at the ADAP Enrollment Site in the local health jurisdiction (LHJ), under this contract agreement. Payment to the Contractor will be contingent upon receipt and execution of this contract agreement and the provision of ADAP/PrEP-AP enrollment services (as verified by CDPH/OA/ADAP through the AES data).
- C. This contract agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the State Legislature, which may affect the provisions, terms, or funding of this contract agreement in any manner.

Exhibit B
Budget Detail and Payment Provisions

D. The Contractor is hereby advised of its obligation to submit to the state a completed copy of the “**Contractor’s Release (Exhibit O)**”.

5. Recovery of Overpayments

A. Contractor agrees that payments based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by CDPH/OA/ADAP by CDPH/OA/ADAP withholding payments or withholding a portion of payment for services performed until the amount of overpayment has been resolved.

B. If the Contractor 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.

6. Travel and Per Diem Reimbursement

No travel shall be permitted under this agreement.

Exhibit D
Special Terms and Conditions

(For Subvention/Local Assistance Agreements)

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.

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| 3. Subcontract Requirements | 13. Contract Uniformity (Fringe Benefit Allowability) |
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Exhibit D
Special Terms and Conditions

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.

(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,

Exhibit D
Special Terms and Conditions

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** \$2,500 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.

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

Exhibit D
Special Terms and Conditions

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.
- 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

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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.
- (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.

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- (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.
- (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 \$2,500 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.

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- (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 \$2,500 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 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.

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6. Intellectual Property Rights

a. Ownership

- (1) 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.
- (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

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CDPH all rights, title and interest in Intellectual Property 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.

- (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 disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials

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and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

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

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining 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.

f. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or 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

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any interest in and to real estate, sites, locations, property or props that may be used or shown.

- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to 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.

g. 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 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

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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.

h. 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 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.

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- 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. 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

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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.

- 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.

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- (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 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).

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(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.
- F. In the event of early termination or cancellation, 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.

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. CDPH will maintain on file, all documents referenced herein and any subsequent updates, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover.

- 1) Confidentiality Tables and Information Flows located at <https://partners.cdph.ca.gov/sites/ADAPEnrollmentWorkers/>
- 2) Quality Performance Metrics located at www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_adap_resourcepage.aspx
- 3) CDPH Guidelines located at https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_adap_communications.aspx
- 4) AIDS Drug Assistance Program Formulary located at https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_adap_resourcepage.aspx
- 5) Pre-Exposure Prophylaxis Assistance Program Formulary located at https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_adap_resources_prepAP.aspx
- 6) AIDS Drug Assistance Program Enrollment Site Fee for Service Pay Schedule located at https://www.cdph.ca.gov/programs/cid/doa/pages/oa_adap_resourcepage.aspx

2. Insurance Requirements

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If Contractor is

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self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

- 6) Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor's obligations under the Agreement.
- 8) Use of Subcontractors - In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The 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. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker's Compensation and Employer's Liability (when required) – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less

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than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.

- 5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- 6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit F
HIPAA Business Associate Addendum

I. Recitals

- A. The underlying contract (Agreement), to which this HIPAA Business Associate Addendum is attached to and made a part of, has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. The Department of Public Health ("CDPH") wishes to disclose to Business Associate certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.
- C. As set forth in the Agreement, Contractor, here and after, is the Business Associate of CDPH acting on CDPH' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of CDPH and creates, receives, maintains, transmits, uses or discloses PHI and PI. CDPH and Business Associate are each a party to the Agreement and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to the Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that CDPH must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Definitions

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.
- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer

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HIPAA Business Associate Addendum

or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.

- G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- H. Personal Information shall have the meaning given to such term in California Civil Code section 1798.3 and 1798.29..
- I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
- J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act and the HIPAA regulations.

III. Terms of Agreement

A. Permitted Uses and Disclosures of PHI by Business Associate

Permitted Uses and Disclosures. Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in the Agreement, for, or on behalf of CDPH, provided that such use or disclosure would not violate the HIPAA regulations, if done by CDPH. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

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1. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:
 - a. **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
 - b. **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to CDPH. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of CDPH with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of CDPH.

B. Prohibited Uses and Disclosures

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).
2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CDPH and as permitted by 42 U.S.C. section 17935(d)(2).

C. Responsibilities of Business Associate

Business Associate agrees:

1. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by the Agreement or as required by law.
2. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of CDPH, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by the Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Business Associate will provide CDPH with its current and updated policies.
3. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

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- a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;
- b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of CDPH under the Agreement;
- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
- d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of the Agreement.
- e. Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with CDPH.

D. *Mitigation of Harmful Effects.* To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. *Business Associate's Agents and Subcontractors.*

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of CDPH, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations.
2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
 - a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by CDPH; or
 - b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

F. *Availability of Information to CDPH and Individuals.* To provide access and information:

1. To provide access as CDPH may require, and in the time and manner designated by CDPH (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to CDPH (or, as directed by CDPH), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for CDPH that

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includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CDPH health plans; or those records used to make decisions about individuals on behalf of CDPH. Business Associate shall use the forms and processes developed by CDPH for this purpose and shall respond to requests for access to records transmitted by CDPH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable CDPH to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
3. If Business Associate receives data from CDPH that was provided to CDPH by the Social Security Administration, upon request by CDPH, Business Associate shall provide CDPH with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

G. Amendment of PHI. To make any amendment(s) to PHI that CDPH directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by CDPH.

H. Internal Practices. To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from CDPH, or created or received by Business Associate on behalf of CDPH, available to CDPH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by CDPH or by the Secretary, for purposes of determining CDPH' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to CDPH and shall set forth the efforts it made to obtain the information.

I. Documentation of Disclosures. To document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for CDPH as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for CDPH after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

J. Breaches and Security Incidents. During the term of the Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

1. **Notice to CDPH.** (1) To notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to CDPH by the

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Social Security Administration. (2) To notify CDPH **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of the Agreement and this Addendum, or potential loss of confidential data affecting the Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the CDPH ITSD Service Desk. Notice shall be made using the "CDPH Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the CDPH Privacy Office website (www.CDPH.ca.gov),

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
2. **Investigation and Investigation Report.** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. Within 72 hours of the discovery, Business Associate shall submit an updated "CDPH Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Information Security Officer:
3. **Complete Report.** To provide a complete report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "CDPH Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If CDPH requests information in addition to that listed on the "CDPH Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide CDPH with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "CDPH Privacy Incident Report" form. CDPH will review and approve the determination of whether a breach occurred and individual notifications are required, and the corrective action plan.
4. **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be

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 HIPAA Business Associate Addendum

made without unreasonable delay and in no event later than 60 calendar days. The CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to CDPH in addition to Business Associate, Business Associate shall notify CDPH, and CDPH and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.

6. **CDPH Contact Information.** To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

| CDPH Program Contract Manager | CDPH Privacy Officer | CDPH Information Security Officer |
|--|---|--|
| See the Scope of Work exhibit for Program Contract Manager information | Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634 | Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874 |

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- K. *Termination of Agreement.*** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by CDPH of this Addendum, it shall take the following steps:
1. Provide an opportunity for CDPH to cure the breach or end the violation and terminate the Agreement if CDPH does not cure the breach or end the violation within the time specified by Business Associate; or
 2. Immediately terminate the Agreement if CDPH has breached a material term of the Addendum and cure is not possible.
- L. *Due Diligence.*** Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.
- M. *Sanctions and/or Penalties.*** Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

IV. Obligations of CDPH

CDPH agrees to:

- A. *Notice of Privacy Practices.*** Provide Business Associate with the Notice of Privacy Practices that CDPH produces in accordance with 45 CFR section 164.520, as well as any changes to such notice.
- B. *Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. *Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that CDPH has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. *Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by CDPH.

V. Audits, Inspection and Enforcement

- A.** From time to time, CDPH may inspect the facilities, systems, books and records of Business Associate to monitor compliance with the Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the CDPH Privacy Officer in writing. The fact that CDPH inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does CDPH's:

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1. Failure to detect or
 2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CDPH' enforcement rights under the Agreement and this Addendum.
- B.** If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify CDPH and provide CDPH with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

VI. Termination

- A. *Term.*** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the Agreement and shall terminate when all the PHI provided by CDPH to Business Associate, or created or received by Business Associate on behalf of CDPH, is destroyed or returned to CDPH, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. *Termination for Cause.*** In accordance with 45 CFR section 164.504(e)(1)(ii), upon CDPH' knowledge of a material breach or violation of this Addendum by Business Associate, CDPH shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by CDPH; or
 2. Immediately terminate the Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.
- C. *Judicial or Administrative Proceedings.*** Business Associate will notify CDPH if it is named as a defendant in a criminal proceeding for a violation of HIPAA. CDPH may terminate the Agreement if Business Associate is found guilty of a criminal violation of HIPAA. CDPH may terminate the Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- D. *Effect of Termination.*** Upon termination or expiration of the Agreement for any reason, Business Associate shall return or destroy all PHI received from CDPH (or created or received by Business Associate on behalf of CDPH) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify CDPH of the conditions that make the return or destruction infeasible, and CDPH and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

- A. *Disclaimer.*** CDPH makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business

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HIPAA Business Associate Addendum

Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

- B. Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon CDPH' request, Business Associate agrees to promptly enter into negotiations with CDPH concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. CDPH may terminate the Agreement upon thirty (30) days written notice in the event:
1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by CDPH pursuant to this Section; or
 2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that CDPH in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement, available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- D. No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. Interpretation.** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.
- F. Regulatory References.** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. Survival.** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of the Agreement.
- H. No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Exhibit F
HIPAA Business Associate Addendum

Attachment A
Business Associate Data Security Requirements

I. Personnel Controls

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of CDPH, or access or disclose CDPH PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with CDPH PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access CDPH PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- B. *Server Security.*** Servers containing unencrypted CDPH PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of CDPH PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain CDPH PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

Exhibit F
HIPAA Business Associate Addendum

- E. *Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. *Patch Management.*** All workstations, laptops and other systems that process and/or store CDPH PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. *User IDs and Password Controls.*** All users must be issued a unique user name for accessing CDPH PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- H. *Data Destruction.*** When no longer needed, all CDPH PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the CDPH Information Security Office.
- I. *System Timeout.*** The system providing access to CDPH PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. *Warning Banners.*** All systems providing access to CDPH PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. *System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PHI or PI, or which alters CDPH PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDPH PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. *Access Controls.*** The system providing access to CDPH PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

Exhibit F
HIPAA Business Associate Addendum

- M. *Transmission encryption.*** All data transmissions of CDPH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. *Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting CDPH PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls

- A. *System Security Review.*** All systems processing and/or storing CDPH PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. *Log Reviews.*** All systems processing and/or storing CDPH PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. *Change Control.*** All systems processing and/or storing CDPH PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls

- A. *Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under the Agreement for more than 24 hours.
- B. *Data Backup Plan.*** Contractor must have established documented procedures to backup CDPH PHI to maintain retrievable exact copies of CDPH PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore CDPH PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

V. Paper Document Controls

- A. *Supervision of Data.*** CDPH PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where CDPH PHI or PI is contained shall be escorted and CDPH PHI or PI shall be kept out of sight while visitors are in the area.
- C. *Confidential Destruction.*** CDPH PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

Exhibit F
HIPAA Business Associate Addendum

- D. **Removal of Data.** CDPH PHI or PI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. **Mailing.** Mailings of CDPH PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of CDPH PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.



MESSAGE FROM AIDS DRUG ASSISTANCE PROGRAM NOTICE OF PRIVACY PRACTICES

Effective May 30, 2019

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY.

The AIDS Drug Assistance Program (ADAP) must keep your health information private. ADAP receives information about you when you apply for benefits and when your pharmacist sends ADAP a bill for your care. ADAP also receives medical information on your treatment when ADAP approves your care. ADAP must give you this notice about the law and how ADAP can use and share your health information and what your rights are. All information requested by ADAP must be provided in order participate in ADAP.

HOW ADAP MAY USE AND SHARE INFORMATION ABOUT YOU

ADAP may only use and share information about you, as required or permitted by law, in the operation of ADAP, Ryan White HIV/AIDS Program, Covered California, and Medi-Cal. This information includes things like your name, address, medical history, Social Security number, medical care given to you, and other personal information. ADAP uses this information and shares it with others for the following reasons:

- **For payment:** ADAP and others that work with ADAP review, approve, and pay for pharmacy bills sent to ADAP for your medical care. When ADAP does this, ADAP shares information with the pharmacy benefits manager, pharmacists and doctors and others who bill ADAP for your care.
- **For health care operations:** ADAP may use your health records to check the quality of the prescription drug treatment you receive and to check your medical need to receive restricted ADAP drugs. ADAP may also use this information in audits or fraud investigations, or for planning and managing ADAP.
- **For eligibility determination:** ADAP may share your ADAP information with a Covered California Certified Enrollment Counselor, or with a benefits counselor, case manager, or OA-Health Insurance Premium Payment Program (OA-HIPP) enrollment worker who is an employee or contractor of a Health Insurance and Portability and Accountability Act (HIPAA)-covered county health department delivering HIV or AIDS health care services, for the purpose of enrolling you in and

continuing your access to a Medi-Cal or Covered California health plan .

ADAP may also share your name and Social Security number or individual taxpayer identification number with the California State Franchise Tax Board. This allows ADAP to verify your income from reported tax records and allows us to obtain required financial documentation if you do not have these records.

SOME OTHER WAYS ADAP MAY SHARE YOUR INFORMATION

The law also allows ADAP to use or disclose information ADAP has about you for the following reasons:

- To contact you about your ADAP benefits.
- When required by state or federal law.
- To agencies that oversee audits or investigations for purposes directly related to ADAP.
- In appeals of decisions about health care claims paid or denied by ADAP.
- To the federal government when it is checking on how ADAP is meeting privacy laws.
- To other government agencies that give public benefits such as Medi-Cal, under specified conditions permitted by law.
- To Federal, State, or private entities for purposes of obtaining reimbursement for services as the payer of last resort; such activities may create an explanation of benefits that could be sent to a primary policyholder who may not be ADAP client.

ADAP may give out health information about you to organizations that help run ADAP. If ADAP does perform such disclosures, ADAP will protect the privacy of your information that ADAP shares.

Some state laws limit sharing the information listed above. For example, there are special laws, which protect information about HIV/AIDS status, mental health treatment, developmental disabilities, and drug and alcohol abuse care. ADAP will obey these laws.

WHEN WRITTEN PERMISSION IS NEEDED

If ADAP wants to use or give out personal and health information about you for any reason that is not listed above, ADAP must ask your permission in writing. You may take back your written permission at any time, except if we have already acted because of your permission.

WHAT ARE YOUR PRIVACY RIGHTS UNDER THE LAW?

You have the right to:

- Ask ADAP not to use or share your personal health care information in the ways listed above. However, ADAP may not be able to honor your request.
- Ask ADAP to contact you in writing only or at a different address, post office box, or by telephone. ADAP will accept reasonable requests if needed for your safety.
- See and get a copy of your ADAP information. You may have someone else see and get a copy of your ADAP information. ADAP has information about your eligibility, your health care bills, and some medical records that ADAP uses to allow or manage your health care services. You will need to pay a fee for ADAP to copy and mail the records. ADAP may keep you from seeing all or parts of your records when the law allows. If ADAP does deny your access request, ADAP will give you information on how to appeal our decision.
- Change the records if you believe some information ADAP has about you is wrong. ADAP may deny your request if the information was not made or kept by ADAP or the information is already correct and complete. If your request is denied, you may write a letter disagreeing with ADAP's decision and your letter will be kept with your records.

IMPORTANT

ADAP DOES NOT HAVE COMPLETE COPIES OF YOUR MEDICAL RECORDS. IF YOU WANT TO LOOK AT, GET A COPY OF, OR CHANGE YOUR MEDICAL RECORDS, PLEASE CONTACT YOUR DOCTOR, CLINIC, OR HEALTH CARE PLAN.

- You have the right to ask for a list of the times when ADAP has shared your health information after April 14, 2003. The list will tell you what information ADAP shared, with whom, when, and for what reasons. The list will not have when ADAP gave information to you, when ADAP had your permission to make a disclosure, or when ADAP shared your information for treatment, payment, or health care operations.
- You have a right to receive a written copy of this Notice of Privacy Practices when you request it. You can also find this notice on our website at <https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OAadap.aspx>

HOW DO YOU CONTACT ADAP TO USE YOUR RIGHTS?

Please call or write ADAP if you want to receive the form(s) you will need to exercise your privacy rights.

**ADAP Health Insurance Portability and
Accountability Act Coordinator**

c/o ADAP

Department of Public Health

MS 7704, P.O. Box 997426

Sacramento, CA 95899-7426

(844) 421-7050

You may also contact your ADAP enrollment worker for the forms necessary to exercise your rights.

If you believe that ADAP has not protected your privacy, you may file a complaint by calling or writing to:

Privacy Officer

California Department of Public Health

Office of Legal Services

Privacy Office

1415 L Street

Suite 500

Sacramento, CA 95814

(877) 421-9634

privacy@cdph.ca.gov

COMPLAINTS

You may also call or write the Secretary of the United States (U.S.), Department of Health and Human Services, Office for Civil Rights, 90 7th Street, Suite 4-100, San Francisco, CA 94103, telephone (800) 368-1019, TDD (800) 537-7697, or email at ocrmail@hhs.gov.

ADAP cannot take away your health care benefits, retaliate in any way if you file a complaint, or use any of the privacy rights in this notice.

If you have any questions about this notice, and want more information please contact the California Department of Public Health, Privacy Officer, at the address and telephone number listed above.

CHANGES TO NOTICE OF PRIVACY PRACTICES

ADAP must obey the rules of this notice. ADAP has the right to make changes to this ADAP Notice of Privacy Practices. If ADAP does make any material changes, ADAP will amend this notice and give it to you right away.

To get a copy of this notice in other languages, Braille, large print, or computer disk, please call or write to ADAP at the phone number or address listed.



State of California
Health and Human Services Agency



California Department of Public Health

MESSAGE FROM PrEP ASSISTANCE PROGRAM NOTICE OF PRIVACY PRACTICES

Effective June 18, 2019

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY.

The Pre-Exposure Prophylaxis Assistance Program (PrEP-AP) must keep your health information private. PrEP-AP receives information about you when you apply for benefits and when your pharmacist sends PrEP-AP a bill for your care. PrEP-AP also receives medical information on your treatment when PrEP-AP approves your care. PrEP-AP must give you this notice about the law and how PrEP-AP can use and share your health information and what your rights are. All information requested by PrEP-AP must be provided in order participate in PrEP-AP.

HOW PrEP-AP MAY USE AND SHARE INFORMATION ABOUT YOU

PrEP-AP may only use and share information about you, as required or permitted by law, in the operation of PrEP-AP consistent with California Health and Safety Code section 120972. This information includes things like your name, address, medical history, Social Security number, medical care given to you and other personal information.

PrEP-AP uses this information and shares it with others for the following reasons:

- **For payment:** PrEP-AP and others that work with PrEP-AP review, approve, and pay for pharmacy bills sent to PrEP-AP for your medical care. When PrEP-AP does this, PrEP-AP shares information with the pharmacy benefits manager, pharmacists and doctors and others who bill PrEP-AP for your care.
- **For health care operations:** PrEP-AP may use your health records to check the quality of the prescription drug treatment you receive and to check your medical need to receive restricted PrEP-AP drugs. PrEP-AP may also use this information in audits or fraud investigations, or for planning and managing PrEP-AP.
- **For eligibility determination:** PrEP-AP may share your PrEP-AP information with contractors for the purpose of PrEP-AP administration, including eligibility and enrollment activities.

PrEP-AP may also share your name and Social Security number or individual taxpayer identification number with the California State Franchise Tax Board. This allows PrEP-AP to verify your income from reported tax records and allows us to obtain required financial documentation if you do not have these records.

SOME OTHER WAYS PrEP-AP MAY SHARE YOUR INFORMATION

The law also allows PrEP-AP to use or disclose information PrEP-AP has about you for the following reasons:

- To contact you about your PrEP-AP benefits.
- When required by state or federal law.
- To agencies that oversee audits or investigations for purposes directly related to PrEP-AP.
- In appeals of decisions about health care claims paid or denied by PrEP-AP.
- To the federal government when it is checking on how PrEP-AP is meeting privacy laws.
- To other government agencies that give public benefits such as Medi-Cal, under specified conditions permitted by law.
- To Federal, State, or private entities for purposes of obtaining reimbursement for services as the payer of last resort; such activities may create an explanation of benefits that could be sent to a primary policyholder who may not be the PrEP-AP client.

PrEP-AP may give out health information about you to organizations that help run PrEP-AP. If PrEP-AP does perform such disclosures, PrEP-AP will protect the privacy of your information that PrEP-AP shares.

Some state laws limit sharing the information listed above. For example, there are special laws, which protect information about HIV/AIDS status, mental health treatment, developmental disabilities, and drug and alcohol abuse care. PrEP-AP will obey these laws.

WHEN WRITTEN PERMISSION IS NEEDED

If PrEP-AP wants to use or give out personal and health information about you for any reason that is not listed above, PrEP-AP must ask your permission in writing. You may take back your written permission at any time, except if we have already acted because of your permission.

WHAT ARE YOUR PRIVACY RIGHTS UNDER THE LAW?

You have the right to:

- Ask PrEP-AP not to use or share your personal health care information in the ways listed above. However, PrEP-AP may not be able to honor your request.
- Ask PrEP-AP to contact you in writing only or at a different address, post office box, or by telephone. PrEP-AP will accept reasonable requests if needed for your safety.
- See and get a copy of your PrEP-AP information. You may have someone else see and get a copy of your PrEP-AP information. PrEP-AP has information about your eligibility, your health care bills, and some medical records that PrEP-AP uses to allow or manage your health care services. You will need to pay a fee for PrEP-AP to copy and mail the records. PrEP-AP may keep you from seeing all or parts of your records when the law allows. If PrEP-AP does deny your access request, PrEP-AP will give you information on how to appeal our decision.
- Change the records if you believe some information PrEP-AP has about you is wrong. PrEP-AP may deny your request if the information was not made or kept by PrEP-AP or the information is already correct and complete. If your request is denied, you may write a letter disagreeing with PrEP-AP's decision and your letter will be kept with your records.

IMPORTANT

PrEP-AP DOES NOT HAVE COMPLETE COPIES OF YOUR MEDICAL RECORDS. IF YOU WANT TO LOOK AT, GET A COPY OF, OR CHANGE YOUR MEDICAL RECORDS, PLEASE CONTACT YOUR DOCTOR, CLINIC, OR HEALTH CARE PLAN.

- You have the right to ask for a list of the times when PrEP-AP has shared your health information. The list will tell you what information PrEP-AP shared, with whom, when, and for what reasons. The list will not have when PrEP-AP gave information to you, when PrEP-AP had your permission to make a disclosure, or when PrEP-AP shared your information for treatment, payment, or health care operations.
- You have a right to receive a written copy of this Notice of Privacy Practices when you request it. You can also find this notice on our website at: <https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OAadap.aspx>.

HOW DO YOU CONTACT PrEP-AP TO USE YOUR RIGHTS?

Please call or write PrEP-AP if you want to receive the form(s) you will need to exercise your privacy rights.

**ADAP Health Insurance Portability and
Accountability Act Coordinator**

c/o PrEP-AP

Department of Public Health

MS 7704, P.O. Box 997426

Sacramento, CA 95899-7426

(844) 421-7050

You may also contact your PrEP-AP enrollment worker for the forms necessary to exercise your rights.

If you believe that PrEP-AP has not protected your privacy, you may file a complaint by calling or writing to:

Privacy Officer

California Department of Public Health

Office of Legal Services

Privacy Office

1415 L Street

Suite 500

Sacramento, CA 95814

(877) 421-9634

privacy@cdph.ca.gov

COMPLAINTS

You may also call or write the Secretary of the United States (U.S.), Department of Health and Human Services, Office for Civil Rights, 90 7th Street, Suite 4-100, San Francisco, CA 94103, telephone (800) 368-1019, TDD (800) 537-7697, or email at ocrmail@hhs.gov.

PrEP-AP cannot take away your health care benefits, retaliate in any way if you file a complaint, or use any of the privacy rights in this notice.

If you have any questions about this notice, and want more information please contact the California Department of Public Health, Privacy Officer, at the address and telephone number listed above.

CHANGES TO NOTICE OF PRIVACY PRACTICES

PrEP-AP must obey the rules of this notice. PrEP-AP has the right to make changes to this PrEP-AP Notice of Privacy Practices. If PrEP-AP does make any material changes, PrEP-AP will amend this notice and give it to you right away.

To get a copy of this notice in other languages, Braille, large print, or computer disk, please call or write to PrEP-AP at the phone number or address listed.

Exhibit I
 Security Requirements, Protections, and Confidentiality Checklist

| | |
|---|---------------------------------|
| Enrollment Site Number: | Enrollment Site Contact: |
| <p><u>Instructions:</u> The Contractor shall complete and return this checklist with the signed copy of the contract agreement. To complete this checklist, the authorized agency administrator or representative attests by checking the boxes adjacent to the statement and signing this checklist that the CDPH/OA Enrollment Site meets, and shall continue to meet throughout the life of the contract, the requirements as identified in the Scope of Work exhibit which includes those identified below:</p> | |
| 1. The Contractor has reviewed and attests that the contracting agency or organization meets the requirements as written in the “Nondiscrimination Clause (OCP-1)” STD 17A form and has a process in place to deal with discrimination complaints. | <input type="checkbox"/> |
| 2. The Contractor can ensure the administrative, physical and technical safeguards of protected health information as required in the CDPH HIPAA BAA. | <input type="checkbox"/> |
| <p><i>2a. Breaches of confidential client information must be <u>immediately</u> reported to CDPH/OA. In the space below, please identify the process and individual(s) your agency or organization has in place to report breaches of CDPH/OA clients’ protected health or personal information. Attach additional page(s) if necessary.</i></p> <hr/> <hr/> <hr/> <hr/> | |
| 3. The applicable Notices of Privacy Practices are posted in an area at the Enrollment Site that is accessible and visible to CDPH/OA applicants/clients. | <input type="checkbox"/> |

Please submit the completed Checklist to your CDPH/OA Advisor. All of the requirements listed above must be met in order to become an authorized Enrollment Site.

Exhibit I
 Security Requirements, Protections, and Confidentiality Checklist

| Enrollment Site Number: | | Enrollment Site Contact: | |
|------------------------------------|--|---------------------------------|--|
| 4. | The Medication and Insurance Assistance Programs Grievance Form is posted in an area at the Enrollment Site that is accessible and visible to CDPH/OA applicants/clients | <input type="checkbox"/> | |
| 5. | The Contractor has internet access and scanning and uploading capabilities to allow for the creation of electronic client files within the designated CDPH/OA secure web-based enrollment system, AES. | <input type="checkbox"/> | |
| 6. | The Contractor has desktop computers, laptop computers, or other hand held electronic devices (shared or individual) with internet access available for all site personnel who will be performing CDPH/OA enrollment services. | <input type="checkbox"/> | |
| 7. | The Contractor fax machines, printers, scanners, and any other resource equipment used to transmit and/or receive CDPH/OA client enrollment information/documentation are located in a secure area at this Enrollment Site. | <input type="checkbox"/> | |
| 8. | The Contractor has ensured that all site personnel authorized to access the AES are trained in and use individual multi-factor authentication when connecting to the AES. | <input type="checkbox"/> | |
| | | | |
| Printed Name of Site Administrator | Signature of Site Administrator | Date Signed | |

Please submit the completed Checklist to your CDPH/OA Advisor. All of the requirements listed above must be met in order to become an authorized Enrollment Site.

Exhibit J
 Plan for Transporting Confidential CDPH/OA Client Files

| | |
|---|--|
| Enrollment Site Number: | Enrollment Site Contact: |
| Current Location (where client files are being transferred from): ES Address: _____ _____ _____ Date that Client Files will be Transferred/Transported: _____ | New Location (where client files are being transferred to): ES Address: _____ _____ _____ ES Phone Number: () _____ ES Fax Number: () _____ |
| <p><u>Acknowledgement of CDPH/OA Policy for Transferring/Transporting Client Files:</u></p> <p>It is the policy of CDPH/OA to ensure that any transfer of program or client documentation will be safe, secured, and implemented in accordance with CDPH/OA confidentiality and security requirements for safeguarding the confidentiality PHI). CDPH/OA EWs will implement and utilize reasonable and appropriate administrative, technical, and physical measures to safeguard PHI from any intentional or unintentional use or disclosure that might violate County, State, or Federal privacy regulations, Health and Safety Code or other applicable state legislation; and in accordance with the HIPAA BAA, and the Plan for Transporting Confidential CDPH/OA Client Files exhibits.</p> | |
| <p>1. Why are client files being transferred?</p> <p><input type="checkbox"/> Relocation of the Enrollment Site to a new office/location</p> <p><input type="checkbox"/> Providing in-home client enrollment services when a client is unable to travel to the Enrollment Site</p> <p><input type="checkbox"/> Relocating client files to a new location for storage purposes</p> <p><input type="checkbox"/> Closure of Enrollment Site</p> <p><input type="checkbox"/> Other; enter below – you must contact your Advisor to discuss reasons not listed above:</p> <p>_____</p> | |

Please submit the completed Document Transfer Plan to your CDPH/OA Advisor. Your Advisor will contact you after the Document Transfer Plan has been reviewed/approved.

Exhibit J
Plan for Transporting Confidential CDPH/OA Client Files

| Enrollment Site Number: | Enrollment Site Contact: |
|--|---------------------------------|
| <p>2. How many client files will be transferred? _____</p> | |
| <p>3. Describe the methods that will be used to secure client files when being transferred/transported (e.g., locked container, by vehicle/trunk, no stops on way to new location, etc.)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> | |
| <p>4. Which site staff person/s will supervise the security and transfer of client files as they are moved to the new location? Will a vendor be utilized? If so, please explain.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> | |

Please submit the completed Document Transfer Plan to your CDPH/OA Advisor. Your Advisor will contact you after the Document Transfer Plan has been reviewed/approved.

Exhibit J
Plan for Transporting Confidential CDPH/OA Client Files

| Enrollment Site Number: | Enrollment Site Contact: | |
|---|---------------------------------|-------------|
| <p>5. Describe where and how the client files will be stored at the new location.</p> <hr/> <hr/> <hr/> <hr/> | | |
| <p>6. Outline, step-by-step, the process that will be followed in the transferring of client files to the new location. Attach additional page(s) if necessary.</p> <hr/> <hr/> <hr/> <hr/> | | |
| | | |
| Printed Name and Title of Site Administrator | Signature of Site Administrator | Date Signed |

Please submit the completed Document Transfer Plan to your CDPH/OA Advisor. Your Advisor will contact you after the Document Transfer Plan has been reviewed/approved.

NONDISCRIMINATION CLAUSE (OCP-1)

STD. 17A (REV. 9-2000)

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this contract by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under contract.

Agreement by Employee/Contractor to Comply with Confidentiality Requirements

Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered *confidential public health record(s)* under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to \$5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of \$5,000-\$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to \$25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

Employee name (print)

Employee Signature

Date

Supervisor name (print)

Supervisor Signature

Date

Name of Employer

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

Exhibit M
Restrictions and Requirements for the
Use and Disclosure of HIV/AIDS Public Health Data

This Attachment sets forth the HIV/AIDS-specific information use and disclosure requirements that Contractor is obligated to follow (in addition to all other confidentiality requirements set forth in the contract and other attachments thereto) with respect to all HIV/AIDS Public Health data disclosed to Contractor by the California Department of Public Health (CDPH).

- I. **Definitions:** For purposes of this Agreement, the following definitions shall apply:
- A. **HIV/AIDS Public Health Data:** "HIV/AIDS Public Health data" means confidential public health record or records collected or maintained by the CDPH Office of AIDS Programs, including but not limited to the AIDS Drug Assistance Program (ADAP), the Pre-Exposure Prophylaxis Assistance Program (PrEP-AP), and the HIV Care Program relating to human immunodeficiency virus (HIV) or acquired immunodeficiency syndrome (AIDS), containing personally identifying information, that were developed or acquired by a state public health agency, or an agent of that agency." Confidential public health record or records" is defined in Health and Safety (H&S) Code section 121035, subdivision (c), and means "any paper or electronic record maintained by the department or a local health department or agency, or its agent, that includes data or information in a manner that identifies personal information, including, but not limited to, name, social security number, address, employer, or other information that may directly or indirectly lead to the identification of the individual who is the subject of the record." HIV/AIDS Public Health data includes, but is not limited to: client name (first, middle initial, last), date of birth, and Social Security Number.
 - B. **Disclosure:** "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information. "Disclosure" includes the disclosure, release, transfer, dissemination, or communication of all or any part of any confidential research record orally, in writing, or by electronic means to any person or entity, or providing the means for obtaining the records (H&S Code sections 121035 and 121125).
 - C. **Use:** "Use" means the sharing, employment, application, utilization, examination, or analysis of information.
- II. **Legal Authority for Disclosure and Use of HIV/AIDS Public Health Data:** The legal authority for CDPH to collect, use, and disclose HIV/AIDS Public Health Data, and for Contractor to receive and use HIV/AIDS Public Health Data is as follows:
- A. **General Legal Authority:**
 - 1. **Office of Aids (OA):** H&S Code section 131019, provides as follows: "There is in the State Department of Public Health an Office of AIDS. The State Department of Public Health, Office of AIDS, shall be the lead agency within the state, responsible for coordinating state programs, services, and activities relating to the human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS), and AIDS related conditions (ARC)."
 - 2. **Office of Aids (OA):** H&S Code section 131051, provides as follows: "The duties, powers, functions, jurisdiction, and responsibilities transferred to the State Department of Public Health shall, pursuant to the act that added this section, include all of the following previously performed by the former State Department of Health Services: (a) Under the jurisdiction of the Deputy Director for Prevention Services: (1) The Office of AIDS, including but not limited to: (A) The AIDS Drug Assistance Program (Chapter 6

Exhibit M
Restrictions and Requirements for the
Use and Disclosure of HIV/AIDS Public Health Data

(commencing with Section 120950) of Part 4 of Division 105)... (C) The CARE Services Program, provided for pursuant to the federal Ryan White CARE Act, 42 U.S.C. Section 300ff, (D) The CARE/Health Insurance Premium Payment Program (federal Ryan White CARE Act, 42 U.S.C. Sec. 300ff)... (G) The AIDS Case Management Program (federal Ryan White CARE Act, 42 U.S.C. Sec. 300ff; Chapter 2 (commencing with Section 120815) of Part 4 of Division 105).”

B. AIDS Drug Assistance Program (ADAP) Legal Authority:

1. Legislative Intent for Drug Assistance: H&S Code section 120950, subdivision (b), provides as follows: “For reasons of compassion and cost effectiveness, the State of California has a compelling interest in ensuring that its citizens infected with the HIV virus have access to these drugs.”
2. Subsidy for Drug Treatment: H&S Code section 120950, subdivision (c), provides as follows: “The department subsidizes the cost of these drugs for persons who do not have private health coverage, are not eligible for Medi-Cal, or cannot afford to purchase the drug privately. The subsidy program is funded through state and federal sources.”
3. Establishment of ADAP: H&S Code section 120955, subdivision (a)(1), provides as follows: “ To the extent that state and federal funds are appropriated in the annual Budget Act for these purposes, the director shall establish and may administer a program to provide drug treatments to persons infected with human immunodeficiency virus (HIV), the etiologic agent of acquired immunodeficiency syndrome (AIDS).”
4. Payer of Last Resort: H&S Code section 120955, subdivision (h), provides as follows: “Reimbursement under this chapter shall not be made for any drugs that are available to the recipient under any other private, state, or federal programs, or under any other contractual or legal entitlements, except that the director may authorize an exemption from this subdivision where exemption would represent a cost savings to the state.”
5. Disclosure Permitted for ADAP Administration and Coordination of Client Eligibility: H&S Code section 120970, subdivision (i), provides as follows: “All types of information, whether written or oral, concerning a client, made or kept in connection with the administration of ADAP services, which includes subsidizing costs associated with health care service plan contracts and health insurance premium payment assistance, shall be confidential, and shall not be used or disclosed except ... for purposes directly connected with the administration of the program,” (paragraph 1); and “for coordinating client eligibility with programs funded by the federal Ryan White HIV/AIDS Program (Ryan White HIV/AIDS Treatment Extension Act of 2009, (Public Law 111-87, 42 U.S.C. Sec. 201, et seq.))” (paragraph 2).

C. Pre-Exposure Prophylaxis Assistance Program (PrEP-AP) Legal Authority:

1. General Authority: H&S Code section 120972, subdivision (a), provides as follows: “To the extent that funds are available for these purposes, the director may establish and administer a program within the department’s Office of AIDS to subsidize certain costs of medications for the prevention of HIV infection and other related medical services, as authorized by this section....”

Exhibit M
Restrictions and Requirements for the
Use and Disclosure of HIV/AIDS Public Health Data

2. Disclosure Permitted for PrEP-AP Administration: H&S Code section 120972, subdivision (i), provides as follows: “All types of information, whether written or oral, concerning a client, made or maintained in connection with the administration of this program, shall be confidential, and shall not be used or disclosed except for any of the following: (1) For purposes directly connected with the administration of the program. (2) If disclosure is otherwise authorized by law.”

D. California HIV/AIDS Disclosure Authority:

1. Disclosure Permitted for Public Health Purposes: H&S Code section 121025, subdivision (a), provides as follows: “Public health records relating to [HIV/AIDS], containing personally identifying information, that were developed or acquired by a state or local public health agency, or an agent of that agency, are confidential and shall not be disclosed, except as otherwise provided by law for public health purposes....”
2. Disclosure Permitted to Carry Out the Investigation, Control, or Surveillance Duties of CDPH and Contractor: H&S section 121025, subdivision (b), provides as follows: “In accordance with subdivision (g) of section 121022, a state or local public health agency, or an agent of that agency, may disclose personally identifying information in public health records... to other local, state, or federal public health agencies... when the confidential information is necessary to carry out the duties of the agency... in the investigation, control, or surveillance of disease, as determined by the state or local public health agency.”
3. Only Minimum Necessary Disclosure Permitted: H&S Code section 121025, subdivision (c), provides as follows: “Any disclosures authorized... shall include only the information necessary for the purpose of that disclosure....”
4. Agreement Required: H&S Code section 121025, subdivision (c), provides as follows: “Except as provided in paragraphs (1) to (3), inclusive... any disclosure authorized by subdivision (a) or (b) shall not be made without written authorization as described in subdivision (a)....”
5. Disclosure for the Purpose of Facilitating Appropriate HIV/AIDS Medical Care and Treatment: H&S Code section 121025, subdivision (c)(2)(A), provides as follows: “State public health agency HIV surveillance staff, HIV prevention staff, AIDS Drug Assistance Program staff, and care services staff may further disclose the information to local public health agency staff, who may further disclose the information to the HIV-positive person who is the subject of the record, or the health care provider who provides his or her HIV care, for the purpose of proactively offering and coordinating care and treatment services to him or her.”
6. State and Local Breach Investigation: H&S Code section 121022, subdivision (h), provides as follows: “(1) Any potential or actual breach of confidentiality of HIV-related public health records shall be investigated by the local health officer, in coordination with the department, when appropriate. The local health officer shall immediately report any evidence of an actual breach of confidentiality of HIV-related public health records at a city or county level to the department and the appropriate law enforcement agency. (2) The department shall investigate any potential or actual breach of confidentiality of HIV-

Exhibit M
Restrictions and Requirements for the
Use and Disclosure of HIV/AIDS Public Health Data

related public health records at the state level, and shall report any evidence of such a breach of confidentiality to an appropriate law enforcement agency.”

- III. Disclosure Restrictions: The Contractor and its employees or agents, shall protect from unauthorized disclosure any HIV/AIDS Public Health Data. The Contractor shall not disclose, except as otherwise specifically permitted by the contract between CDPH and Contractor, any HIV/AIDS Public Health Data to anyone other than CDPH, Office of AIDS, ADAP Branch, PrEP-AP, and HIV Care Branch staff. Contractor and its employees and agents shall not disclose any HIV/AIDS Public Health Data to persons who are not authorized by statute to receive such information, except if disclosure is required by state or federal law.
- IV. Use Restrictions: The Contractor and its employees or agents, shall not use any HIV/AIDS Public Health Data for any purpose other than carrying out the Contractor's obligations under the contract between CDPH and Contractor (compare HIV/AIDS Public Health client data against Medi-Cal beneficiary data and provide results to CDPH), pursuant to the statutes and regulations set forth in Section II, above, or as otherwise allowed or required by state or federal law.
- V. Confidentiality Agreements: All employees, agents, including subcontractors, to whom Contractor provides HIV/AIDS Public Health Data received from or created or received by Contractor, agree to the same restrictions and conditions that apply to Contractor with respect to such HIV/AIDS Public Health Data.



INFORMATION SECURITY OFFICE

Information Systems Security Requirements for Projects (ISO/SR1)

Version 4.0

February 2010

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IMPORTANT NOTE: If an exemption from any SR1 requirement is required, the SR1 Exemption Form in Appendix A must be completed by the Project Manager or Contract Manager.

I. Purpose

This document provides the minimum security requirements mandated by the California Department of Public Health (CDPH) Information Security Office (ISO) for projects governed and/or subject to the policies and standards of CDPH. Projects that intend to deploy systems/applications into the CDPH system infrastructure, or will utilize CDPH information system services, are also subject to these minimum security requirements.

This document is intended to assist CDPH and its service customers in understanding the criteria CDPH will use when evaluating and certifying the system design, security features and protocols used by project solutions utilizing CDPH services. These security requirements will also be used in conjunction with the CDPH ISO compliance review program of its information system services customers.

This document will serve as a universal set of requirements which must be met regardless of physical hosting location or entities providing operations and maintenance responsibility. These requirements do not serve any specific project, nor do they prescribe any specific implementation technology.

II. Scope of Requirements

The information security requirements in this document are organized in five categories (sections) and address at a minimum:

- Administrative/Management Safeguards
- Technical and Operational Safeguards
- Solution Architecture
- Documentation of Solution
- ISO Notifications and Approvals

III. Contact

Chief Information Security Officer
California Department of Public Health
Information Security Office (ISO)
cdphiso@cdph.ca.gov

IV. Information Systems Security Requirements

A. Administrative / Management Safeguards

1. Workforce Confidentiality Statement

All persons working with CDPH information must sign a Security and Confidentiality Acknowledgement Statement. The Statement must include, at a minimum: General Use, Security and Privacy safeguards, Unacceptable Use, Audit and Enforcement policies. (Contact the CDPH ISO for the current version of the Security & Confidentiality Acknowledgement Statement in use.)

The Statement must be signed by the Project member prior to being granted access to the CDPH information. The Statement must be renewed annually.

2. Access Authorization & Maintenance

Project/Program must document and implement clearly defined rules and processes for vetting and granting authorizations, as well as procedures for the supervision of workforce members who work with CDPH information or in locations where it might be accessed.

On at least a semi-annual basis, Project/Program will review and remove all authorizations for individuals who have left the department, transferred to another unit, or assumed new job duties within CDPH.

3. Information System Activity Review

Project/Program must implement and document procedures to regularly review records of information system activity (such as audit logs, access reports, and security incident tracking reports).

Project/Program must ensure any hosting or maintenance agreements clearly identify responsibility for this activity. Logs may be stored within the system or preferably on a centralized logging server or service, and must be maintained for a minimum of three years.

4. Periodic System Security & Log Review

All systems must allow for periodic system security reviews that provide assurance that management, operations, personnel, and technical controls are functioning effectively and providing adequate levels of protection.

These reviews may include technical tools and security procedures (such as vulnerability assessment products and penetration testing).

All systems processing and/or storing CDPH information must have a method or procedure in place to create and review system logs for unauthorized access. Logs may be stored within the system or on a centralized logging server or service, and must be maintained for a minimum of three years.

5. Disaster Recovery Plan

Project/Program will establish procedures that allow facility access in support of restoration of lost information under the Disaster Recovery Plan (DRP) and emergency mode operations plan in the event of an emergency.

The restoration/recovery support procedures must be added to the existing DRP to restore any loss of information and assure continuity of computing operations for support of both the application and information.

Recovery procedures must be developed using the most current DRP template provided by the CDPH ISO.

All systems, as part of a new or existing project, must allow for periodic system recovery testing. The period between tests should be defined as part of the project and be consistent with relevant CDPH disaster recovery standards. Such testing should provide assurances that plans and controls (management, operations, personnel, and technical) are functioning effectively and providing adequate levels of protection during an incident, disaster, or breach.

Project/Program will conduct an annual Business Impact Analysis of the application to determine the Maximum Acceptable Outage (MAO), cost of lost functionality, system component dependencies, business function dependencies, and business partner dependencies.

6. Change Control

All systems processing and/or storing CDPH information must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of information.

Systems running within the CDPH environment and/or utilizing CDPH services must comply with CDPH standards for change control process and procedures.

7. Supervision of Information

Classified information in paper form must not be left unattended at any time, unless it is locked in a file cabinet, file room, desk, or office. Unattended means that information is not being observed by an employee authorized to access the information. Classified information in paper form must also not be left unattended at any time in vehicles or planes, and must not be transported in checked-in baggage on commercial airplanes.

8. Escorting Visitors

Visitors to areas where classified information is contained must be escorted and classified information must be kept out of sight while visitors are in the area.

B. Technical and Operational Safeguards

1. System Security Compliance

All Project systems must comply with applicable CDPH security policies and requirements, as specified in the State Administrative Manual (SAM), Public Health Administrative Manual (PHAM), Privacy Act, and any other applicable State or Federal regulation. All security safeguards and precautions must be subject to the approval of the CDPH ISO.

2. Malware Protection

All systems must install and actively use anti-virus software, with a minimum daily automatic update scheduled. Systems such as mainframes, where anti-virus is unavailable, are excluded from this requirement. All security safeguards and precautions must be subject to the approval of the CDPH ISO.

3. Patch Management

All systems must install and actively use a comprehensive third-party patch management program, and routinely update system and application software within two weeks of vendor release unless the CDPH ISO validates a patch is not applicable. Critical updates may require a more restrictive timeline. All security safeguards and precautions must be subject to the approval of the CDPH ISO.

4. Encrypted Electronic Transmissions

All information electronic transmissions that contain classified information (such as website access, file transfers or through e-mail) must be encrypted end-to-end using an industry-recognized encryption standard (such as Transport Layer Security (TLS) or its predecessor, Secure Socket Layer (SSL), Secure File Transfer Protocol (SFTP), or any FIPS 140-2 certified encryption algorithm). Classified information must be encrypted at the minimum of Advanced Encryption Standard (AES) with a 128 bit key or higher. Equivalent or stronger algorithms may be used upon approval of the CDPH ISO.

5. Encrypted Information Storage

All classified information must be encrypted when electronically stored using a CDPH approved encryption standard. Classified information must be encrypted at the minimum of AES with a 128 bit key or higher, or any FIPS 140-2 certified encryption algorithm. Equivalent or stronger algorithms may be used upon approval of the CDPH ISO.

6. Workstation / Laptop Encryption

All workstations and laptops that process and/or store classified CDPH information must be encrypted with a CDPH ISO approved solution. Classified CDPH information must be encrypted at the minimum of AES with a 128 bit key or higher, or any FIPS 140-2 certified encryption algorithm. Equivalent or stronger algorithms may be used upon approval of the CDPH ISO.

7. Removable Media Encryption

All electronic files that contain classified CDPH information must be encrypted at the minimum of AES with a 128 bit key or higher, or any FIPS 140-2 certified encryption algorithm when stored on any removable media type device (such as USB thumb drives, floppies, CD/DVD, tape backup, etc.). Equivalent or stronger algorithms may be used upon approval of the CDPH ISO. The solution should follow best practices described in National Institute of Standards & Technology (NIST) 800-111, Guide to Storage Encryption Technologies for End User Devices.

8. Secure Connectivity

All transmission and data-links between the information and application/system, and DBMS and the Office of Technology Services (OTech) Wide Area Network (WAN), must be secure between transmission systems as required by regulation, policy and/or standard and as prescribed for the given application/system.

9. Intrusion Detection and Prevention

All systems that are accessible via the Internet, are critical, and/or contain classified information must install and actively use a CDPH ISO approved comprehensive third-party real-time intrusion detection and prevention solution. The solution must also report security events directly to a CDPH enterprise monitoring solution. All security safeguards and precautions must be subject to the approval of the CDPH ISO.

10. Minimum Information Download

In accordance with the principle of need-to-know, only the minimum amount of information required to perform necessary business functions should be copied or downloaded.

11. Information Sanitization

All classified CDPH information (electronic or paper) must be sanitized from systems when the information is no longer necessary. The sanitization method must conform to NIST Special Publication 800-88 Guidelines for Media Sanitization. Once information has been sanitized, the CDPH contract manager must be notified. If an agency or other entity is unable to sanitize the media in accordance with NIST 800-88 and provide notification, the media must be returned to CDPH after usage for sanitization in an approved manner.

12. Removal of Information

Classified CDPH information (electronic or paper) must not be removed from CDPH premises, or from the premises of an authorized vendor or contractor, without the written permission of the CDPH ISO.

13. Faxing or Mailing of Information

Facsimile transmissions containing classified CDPH information must not be left unattended if fax machines are not in a secure area. Facsimile transmissions must include a cover sheet that contains a security statement notifying persons receiving faxes in error to destroy them and notify the CDPH ISO immediately. Fax numbers must be verified before sending.

Classified CDPH information must only be mailed using secure methods. Large volume mailings of classified CDPH information must be by a secure, bonded courier with signature required upon receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH ISO approved solution.

C. Solution Architecture

1. System Security Compliance

The system must comply with all applicable CDPH security policies and requirements, as well as those specified in the State Administrative Manual (SAM), Public Health Administrative Manual (PHAM) Privacy Act, and any other applicable State or Federal regulation. All security safeguards and precautions must be subject to the approval of the CDPH ISO.

The system may share data with other entities only after all applicable agreements are in place. For example, using a CDPH data release form, Business Associate Agreement, or Data Use Agreement. These agreements must ensure data is protected according to all applicable standards and policies.

Any data which is exported outside the scope of the system and its security provisions (such as exports for statistical analysis) require approval by the CDPH ISO to ensure sufficient security is in place to protect the exported data.

2. Warning Banner

All systems containing CDPH information must display a login warning banner stating that information is classified, activity is logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree and comply with these requirements.

The following warning banner must be used for all access points (such as desktops, laptops, web applications, mainframe applications, servers and network devices):

WARNING: This is a State of California computer system that is for official use by authorized users and is subject to being monitored and/or restricted at any time. Unauthorized or improper use of this system may result in administrative disciplinary action and/or civil and criminal penalties. By continuing to use this system you indicate your awareness of and consent to these terms and conditions of use.

LOG OFF IMMEDIATELY, if you do not agree to the conditions stated in this warning.

3. Layered Application Design

Applications must be able to be segmented into a layered application design separating, at a minimum, the Presentation, Application/Business Logic, and Data Access Logic, and Data Persistence/Database layers.

The Presentation, Application/Business Logic, and Data Access Logic layers must be separated physically by a firewall regardless of physical implementation.

Any system request made to the Business logic layer must be authenticated.

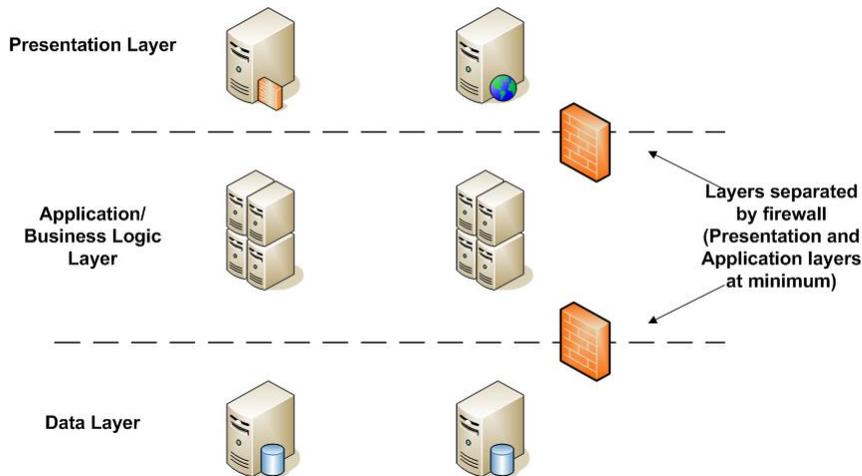
The Data Access Logic Layer may take the form of stored procedures, database Application Programming Interface (API), Data Access Objects/Components, Data Access Middleware, Shared Data Services, or Secure Web Service. Any system request made to the Data Access

logic layer must be authenticated and authorized. No direct access to the Data Persistence/Database layer will be permitted, except through the Data Access logic layer.

All calls to the Data Persistence/Database layer will be made through the Data Access logic layer as a trusted sub-system that utilizes a single database access account to all transactions.

The Data Access Logic Layer must take the form of stored procedures, database API, Data Access Objects/Components, Data Access Middleware, Shared Data Services, or Secure Web Service. System requests made to the Business logic and Data Access logic layers must be authenticated and authorized.

Vendor-provided commercial off-the-shelf (COTS) packages, or components where physical separation of layers is not possible, requires CDPH ISO approval.



4. Input Validation

All user input must be validated before being committed to the database or other application information repository. The system must manage client input controls from server side to the extent possible. Data queries from the Presentation or the Business Logic layers must be validated for appropriate use of query language, and validated for appropriate quantity and quality of data input. This includes In-line Structured Query Language (SQL) calls. The system must validate client input on the server side to the extent possible. All third-party client side input controls must be documented and approved by the CDPH ISO.

5. Data Queries

All Data queries (including In-line SQL calls) will not be allowed from the Presentation or the Business Logic layers unless validated for appropriate use of query language and validated for appropriate quantity/quality of data input. All data queries solution must be approved by the CDPH ISO.

Database table names and column names must not be exposed. Applications must use an alias for every table and column.

Dynamic SQL will not be permitted from the Presentation Layer without prior approval from the CDPH ISO.

6. Username/Password Based Authentication

When usernames and passwords are going to be used as the method for system authentication, the following requirements must be met:

- Username requirements:
 - Must be unique and traceable to an individual.
 - Must not be shared.
 - Must not be hard-coded into system logic.
- Password requirements:
 - Must not be shared.
 - Must be 8 characters or more in length.
 - Must not be a word found in the dictionary, regardless of language.
 - Must be encrypted using irreversible industry-accepted strong encryption.
 - Must be changed at least every 60 days.
 - Must not be the same as any of the previous 10 passwords.
 - Must be changed immediately if revealed or compromised.
 - Must be composed of characters from at least three of the following four groups from the standard keyboard:
 - Upper case letters (A-Z);
 - Lower case letters (a-z);
 - Numbers (0 through 9); and
 - Non-alphanumeric characters (punctuation symbols).
- Account security:
 - Accounts must be locked after three (3) failed logon attempts.
 - Account lock-out reset timers must be set for a minimum of 15 minutes.
 - Accounts must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

7. Administrative / Privileged Accounts Management

A privileged account is an account that allows an individual to perform maintenance on an operating system or applications (e.g. create/remove users, install applications, create/modify databases, etc.). Privileged accounts require the approval of the individual's manager, the CDPH ISO, and must include a business justification stating why privileged access is required and what it will be used for. Individuals granted privileged accounts must have already signed the Security and Confidentiality Acknowledgement Statement. (Contact the CDPH ISO for the current version of the Security & Confidentiality Acknowledgement Statement in use.)

The use of shared privileged accounts (e.g. Administrator) is strictly prohibited.

System administration must be performed using a different username rather than the one used for daily non-administrative activities. Administrative accounts must be used only for administrative activity within the authorized role of that account and the individual using it. It must be logged out of immediately after administrative work is complete.

- Username requirements:
 - Must be unique and traceable to an individual.
 - Must not be shared.
 - Must not be hard-coded into system logic.
 - Must be the same across different zones (e.g. Web Zone, Internal network, and Test Labs / Environments).
 - The default built-in Administrator account must be renamed and disabled.

- The naming convention for privileged accounts must not make it obvious that usernames belong to privileged accounts.
- If a generic privileged account is created:
 - Must only be used in an Emergency.
 - Must not be used for routine maintenance.
 - The password storage and management process for generic privileged accounts must be approved by the CDPH ISO.
- Password requirements:
 - Must not to be shared.
 - Must be 12 characters or more in length.
 - Must not be a word found in the dictionary, regardless of language.
 - Must be encrypted using irreversible industry-accepted strong encryption.
 - Must be changed at least every 60 days.
 - Must not be the same as any of the previous 10 passwords.
 - Must be changed immediately if revealed, or compromised.
 - Must be comprised of characters from at least three of the following four groups from the standard keyboard:
 - Upper case letters (A-Z);
 - Lower case letters (a-z);
 - Numbers (0 through 9);
 - Non-alphanumeric characters (punctuation symbols).
 - Must be changed immediately upon the termination or transfer of an employee with knowledge of the password.
 - Must not be the same across different zones (e.g. Web Zone, Internal network, and Test Labs / Environments).
- Account security:
 - Accounts must be locked after three (3) failed logon attempts.
 - Account lock-out timers must be set for at least 60 minutes.

8. Service Accounts Management

A service account is an account used to run a service and whose password is known by multiple individuals. When and where it is necessary to use a service account, the account request will be approved by the manager of the Project/Program requesting the account and by the CDPH ISO. Requirements, stating the need for a service account, will be documented in the request. A service account password is shared among the individuals authorized to access the account, and is subject to controls as stated in the password requirements in this document.

Restrictions for Service Accounts

- Sharing passwords via email is prohibited, unless the body of the email itself is encrypted using strong encryption.
- When users are no longer authorized to access an existing service account, the service account password must be changed.

9. Authentication and Authorization

Any system deployed during a project, or as a result of a project, must provide secure role-based access for authorization (separation between system/server administrators and application/database administrators) utilizing the principle of least privilege at all layers/tiers.

In all cases, applications must default to explicitly deny access where authentication and/or authorization mechanisms are required. No application that requires a login can offer to, or be capable of, remembering a user's credentials.

10. Authentication Logging

The system must log success and failures of user authentication at all layers as well as log all user transactions at the database layer as required by regulation, policy or standard, and as prescribed for the given application/system. This logging must be included for all user privilege levels including, but not limited to, systems administrators. This requirement applies to systems that process, store, and/or interface with CDPH information.

11. Automatic System Session Expiration

The system must provide an automatic timeout, requiring re-authentication of the user session after 20 minutes of inactivity.

12. Automatic System Lock-out and Reporting

The system must provide an automatic lock-out of users and a means to audit a minimum of three (3) failed log-in attempts. The means of providing audit information must be approved by the CDPH ISO.

13. Audit (Access)

All systems/applications will implement role-based access to auditing functions and audit trail information utilizing the principle of least privilege.

All systems/applications will implement a secure online interface to Audit Capabilities and Reporting by way of API or network service (or Web Service) to allow CDPH ISO to view logs, auditing procedures, and audit reporting.

14. Audit (Minimum Information)

The minimum log information below is required for any system that contains, or is involved in the transmission of, classified information. The log information should be available on every system running a production environment. This information must be provided upon request of the CDPH ISO for investigations and risk assessments.

The system must record, at minimum, the following events and any other events deemed appropriate by the CDPH ISO:

Transaction Types

- Any and all administrative changes to the system (such as administrative password changes, forgotten password resets, system variables, network configuration changes, disk sub-system modifications, etc).
- Logon failures.
- Logons during non-business hours.
- Failed access to an application or data.
- Addition, deletion, or modification of users or program access privileges.
- Changes in file access restrictions.
- Database addition, deletion, or modification.
- Copy of files before and after read/write changes.
- Transaction issued.

Individual audit trail records must contain the information needed to associate each query transaction to its initiator and relevant business purpose. Individual audit trail records should capture, at a minimum, the following:

Minimum Audit Trail Record Content

- Date and time stamp.
- Unique username of transaction initiator.
- Transaction recorded.
- Success or failure of transaction recorded.
- Relevant business process or application component involved.
- Data captured (if any).

Audit Trail logs must be maintained at minimum for three (3) years after the occurrence, or a set period of time determined by the CDPH ISO that would not hinder a detailed forensic investigation of the occurrence. The CDPH ISO has final approval authority.

15. Application Security Controls

For any application which accesses classified information, the following technical controls must be present, unless an exception is granted by the CDPH ISO:

- Must use *least privileged accounts* to execute code and to access databases.
- User access rights must be authenticated and authorized on entry to each application tier.
- All user input must be validated, including parameters passed to all public web service methods.
- Information that is not required must not be exposed.
- If a web application fails, it must not leave sensitive data unprotected or expose any details in error messages presented to the user. Any exceptions must be logged or emailed to the appropriate team member.
- Any sensitive data stored in session, cookies, disk files, etc., must be encrypted. Any sensitive data passed between tiers must be encrypted or must use SSL.
- Applications must be protected from the Internet by a front-end web application, firewall, gateway, and proxy of a type approved by the CDPH ISO, which must be included in the documented system design.
- Postback Universal Resource Locators (URLs) must not contain unencrypted record identifiers or database keys.
- Postback URLs must not include query strings.

16. Application Code Security

Application developers should use tools and methods during development to ensure all custom source code is free from security vulnerabilities. At a minimum, the application must be free of the vulnerabilities described in the CWE/SANS Top 25 Most Dangerous Programmer Errors (<http://www.sans.org/top25errors/>).

CDPH has the right to conduct a vulnerability scan against the application prior to its activation, and may disapprove use of the application until the vulnerabilities are remediated and the application re-tested. Any verified vulnerabilities from this list must be corrected by the organization which developed the application, at no additional cost to CDPH. Unless an exception is granted by the CDPH ISO, vulnerabilities identified within third-party components must be remediated by the third-party vendor at no additional cost to CDPH. Otherwise, a different third-party component must be selected and implemented.

17. Strong Authentication

Any information system providing access to Personally Identifiable Information (PII) and/or classified information from the Internet must assess the need for additional strong authentication, to prevent a significant data breach if a password is compromised. Strong authentication is defined as additional mandatory authentication over and beyond the password, for each account which has direct access to PII and/or classified information, or which has administrative privileges. The following factors should be included in the assessment:

- Applicable policies and regulations.
- Sensitivity of the PII or classified information.
- Number of data records.
- Number of user accounts with access to data.
- Level of control over end users.
- Level and frequency of log monitoring.
- Automated alerts and controls for unusual data access patterns.
- End user training on security practices.
- Other mitigating security controls.

The Project/Program providing access to PII and/or classified information from the Internet must either implement an approved strong authentication method, or document why strong authentication will not be utilized. This documentation must be provided to the CDPH ISO for review and approval.

The following methods are approved for strong authentication:

- **Physical Token:** A physical device in the possession of the account holder, which must be physically connected to the computer. Examples include a USB token or Smartcard.
- **One Time Password (OTP):** A temporary one time pass code is provided to the account holder, either by a physical device in their possession, or by way of a pre-defined communication channel such as cell phone or e-mail address. Examples include OTP token, or OTP sent via SMS text message, e-mail, or by automated voice call.
- **X.509 Certificate:** A digital certificate which has been installed on the access point computer or device, utilizing a Public Key Infrastructure (PKI).
- **Firewall Rules:** Firewall TCP/IP rules which ensure the account is only usable from an authorized access point, based upon specific IP address or IP subnet.

The following strong authentication method is approved for personal data access, where accounts have access to only the account holder's personal data, or a single data record they are custodian over such as a family member or information about their company. For example, an application where a client can submit or edit an enrollment form for themselves or someone else, but cannot access any other data records.

- **Personal Challenge Questions:** During registration, the account holder pre-answers one or more questions known only to them. When logging into a different computer, typically tracked with a cookie, they cannot login without correctly answering the pre-configured questions. The user should be prompted for whether the new computer is trusted vs. a one-time login, and this information used to determine whether to save a new cookie.

The proposed strong authentication mechanism must be included in the detailed design documentation as described in Section E.5, Application Security Approvals.

D. Documentation of Solution

1. System Configuration

Project/Program must document and maintain documentation for the system/application. This should include the following:

- Detailed design.
- Description of hardware, software, and network components.
- Special system configurations.
- External interfaces.
- All layers of security controls.

2. Information Classification

Project/Program will document and maintain an information classification matrix of all information elements accessed and/or processed by solution.

The matrix should identify at a minimum:

- Information element.
- Information classification/sensitivity.
- Relevant function/process, or where is it used.
- System and database, or where is it stored.

3. System Roles and Relationships

Project must document the following roles and ensure everyone understands their role, and complies with all applicable policies and regulations.

- The designated owner of the system.
- The designated custodian(s) of the system.
- The users of the system.
- The security administrator for the system.
- Outside entities sending or receiving data to system.

Project must document the organizational structure and relationships between these roles.

4. Audit Method Documentation

Project/Program will document the solution's auditing features and provide samples of audit reporting.

5. Retention of Documentation

The system/application administrators will retain documentation, including audit and activity logs, for a minimum of three (3) years (up to seven (7) years maximum) from the date of its creation or the date it was last in effect, whichever is later. Shorter retention periods must be allowed contingent upon applicable regulations, policies, and standards, and upon approval by the CDPH ISO. In certain circumstances the retention period must be lengthened to comply with regulatory requirements.

E. ISO Notifications and Approvals

1. Security Compliance Notification

As part of each project, assigned staff will document how the proposed solution meets or addresses the requirements specified in this document. This documentation must be submitted to the CDPH ISO prior to taking custody of CDPH information.

2. Notification of Changes to Solution

Once a project is approved as final by the CDPH ISO, no changes will be made to the project scope, documentation, systems or components without a change approval by the CDPH ISO.

3. Notification of Breach

The system/application administrators must immediately, and in writing, report to the CDPH ISO any and all breaches or compromises of system and/or information security. They must also take such remedial steps as may be necessary to restore security and repair damage, if any.

In the event of a breach or compromise of system and/or information security, the CDPH ISO may require a system/application security audit. The CDPH ISO must review the recommendations from the security audit, and make final decisions on the steps necessary to restore security and repair damage.

The system/application administrators must properly implement any and all recommendations of the security audit, as approved by the CDPH ISO.

4. Project Security Approvals

Projects must ensure checkpoints throughout the System Development Life Cycle (SDLC) which verify security requirements are being met. This must be incorporated in the project plan along with identification of necessary resources, timelines, and costs to address these requirements. The CDPH ISO should be involved throughout the SDLC to ensure this occurs.

For reportable Feasibility Study Reports (FSRs), the California Office of Information Security (OIS) requires submission of the *Questionnaire for Information Security and Privacy Components in Feasibility Study Reports and Project-Related Documents*.

See

http://www.cio.ca.gov/OIS/Government/documents/docs/Info_Sec_and_Priv_Components_FSR-Questionnaire.doc.

The response to this document must be approved by the CDPH ISO prior to submission.

Projects must ensure all applicable security requirements and deliverables are included in the project plan, and that ISO approvals are obtained, where required. This includes those listed in the following section, and any covered by other sections of this document. The CDPH ISO must be given reasonable time to review and comment on these deliverables.

5. Application Security Approvals

At a minimum, for any application which accesses classified information, the following documented CDPH ISO approvals must be obtained at the appropriate project phases, and before the application is moved to production.

- CDPH ISO approval of a dated, detailed design document. This design must include network layout including specific firewall port requirements, server hosting locations, operating systems, databases, data exchange interfaces, and points of authentication/authorization. The project must not move beyond the design phase until there is a CDPH ISO approved design.
- CDPH ISO approval of any non-standard development tools (such as programming languages or toolkits).
- CDPH ISO approval of a plan for an independent security code review which addresses at minimum the current Open Web Application Security Project (OWASP) top ten application vulnerabilities, and CWE/SANS Top 25 Most Dangerous Programmer Errors, where applicable. CDPH ISO must approve any findings of that code review not being corrected. CDPH ISO recommends the security code review be carried out during the development process rather than only at the end.
- CDPH ISO approval of a plan for security code reviews of future maintenance code changes, which addresses at minimum the current OWASP top ten application vulnerabilities, CWE/SANS Top 25 Most Dangerous Programmer Errors, where applicable.
- CDPH ISO approval of a plan for an independent automated security vulnerability assessment of the application, and approval of the findings of that assessment. The assessment must assess at minimum the OWASP top ten risks and CWE/SANS Top 25 Most Dangerous Programmer Errors, where applicable.

Independent as indicated above is defined as organizationally separate from those developing or configuration the application. The independence and skill level of the entities being utilized must be approved by the CDPH ISO.

Application code and infrastructure is subject to a CDPH ISO audit, and must match the approved detailed design.

F. Appendix A – SR1 Exemption Form

| REF | Security Requirement | Exemption (Yes, No, or N/A) | Business Justification |
|----------|---|-----------------------------|------------------------|
| | | | |
| A | Administrative / Management Safeguards | | |
| 1 | Workforce Confidentiality Statement | | |
| 2 | Access Authorization & Maintenance | | |
| 3 | Information System Activity Review | | |
| 4 | Periodic System Security & Log Review | | |
| 5 | Disaster Recovery Plan | | |
| 6 | Change Control | | |
| 7 | Supervision of Information | | |
| 8 | Escorting Visitors | | |
| | | | |
| B | Technical and Operational Safeguards | | |
| 1 | System Security Compliance | | |
| 2 | Malware Protection | | |
| 3 | Patch Management | | |
| 4 | Encrypted Electronic Transmissions | | |
| 5 | Encrypted Data Storage | | |
| 6 | Workstation / Laptop Encryption | | |
| 7 | Removable Media Encryption | | |
| 8 | Secure Connectivity | | |
| 9 | Intrusion Detection and Prevention | | |
| 10 | Minimum Information Download | | |
| 11 | Information Sanitization | | |
| 12 | Removal of Information | | |
| 13 | Faxing or Mailing of Information | | |
| | | | |
| C | Solution Architecture | | |
| 1 | System Security Compliance | | |
| 2 | Warning Banner | | |
| 3 | Layered Application Design | | |
| 4 | Input Validation | | |
| 5 | Data Queries | | |
| 6 | Username/Password Based Authentication | | |
| 7 | Administrative / Privileged Accounts Management | | |
| 8 | Service Accounts Management | | |
| 9 | Authentication and Authorization | | |
| 10 | Authentication Logging | | |
| 11 | Automatic System Session Expiration | | |
| 12 | Automatic System Lock-out and Reporting | | |

| REF | Security Requirement | Exemption (Yes, No, or N/A) | Business Justification |
|----------|-------------------------------------|-----------------------------------|------------------------|
| 13 | Audit (Access) | | |
| 14 | Audit (Minimum Information) | | |
| 15 | Application Security Controls | | |
| 16 | Application Code Security | | |
| 17 | Strong Authentication | | |
| | | | |
| D | Documentation of Solution | | |
| 1 | System Configuration | | |
| 2 | Information Classification | | |
| 3 | System Roles and Relationships | | |
| 4 | Audit Method Documentation | | |
| 5 | Retention of Documentation | | |
| | | | |
| E | ISO Notifications | | |
| 1 | Security Compliance Notification | | |
| 2 | Notification of Changes to Solution | | |
| 3 | Notification of Breach | | |
| 4 | Project Security Approvals | | |
| 5 | Application Security Approvals | | |

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 20-10059 entered into between the California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): County of Mono

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 11, 2020

Departments: Social Services

TIME REQUIRED

SUBJECT Memorandum of Understanding with Mono County Children and Families Commission (First 5) for Child Abuse Prevention, Intervention, and Treatment (CAPIT) services

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Memorandum of Understanding between the Department of Social Services and the Mono County Children and Families Commission (First 5) for Child Abuse Prevention, Intervention, and Treatment (CAPIT) services.

RECOMMENDED ACTION:

Approve and authorize the Director of the Department of Social Services to sign the proposed Agreement with the Mono County Children and Families Commission (First 5) to provide Child Abuse Prevention, Intervention, and Treatment (CAPIT) services.

FISCAL IMPACT:

The Agreement amount is up to \$60,150 per year, not to exceed \$180,450 for the 3-year term of the agreement, July 1, 2020 through June 30, 2023. All requested funds shall come from CAPIT funding and there is no cost to the Mono County General Fund.

CONTACT NAME: Michelle Raust

PHONE/EMAIL: (760) 924-1758 / mraust@mono.ca.gov

SEND COPIES TO:

Michelle Raust, Department of Social Services

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[staff report](#)

[Exhibit A, MOU for First 5 to Provide CAPIT Services](#)

History

| Time | Who | Approval |
|------------------|------------------------------|-----------------|
| 8/6/2020 1:55 PM | County Administrative Office | Yes |
| 8/5/2020 4:44 PM | County Counsel | Yes |
| 8/6/2020 3:31 PM | Finance | Yes |



KATHRYN PETERSON, MPH
Director

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

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



To: Mono County Board of Supervisors

From: Michelle Raust, Program Manager, Department of Social Services

Date: July 20, 2020

Re: Memorandum of Understanding between the County and its Department of Social Services and the Mono County Children and Families Commission (First 5) for Child Abuse Prevention, Intervention, and Treatment (CAPIT) services

Recommended Action

Authorize the County Administrative Officer to sign on behalf of the County Department of Social Services to enter into the proposed Agreement with the Mono County Children and Families Commission (First 5) to provide Child Abuse Prevention, Intervention, and Treatment (CAPIT) services.

Fiscal Impact

The Agreement amount is up to \$60,150.00 per year, not to exceed \$180,450.00 for the 3-year term of the agreement, July 1, 2020 through June 30, 2023. All requested funds shall come from CAPIT funding and there is no cost to the Mono County General Fund.

Discussion

Assembly Bill (AB) 1733 (Chapter 1398, Statutes of 1982) provided the first major commitment of state General Fund dollars to the California Department of Social Services (CDSS) to fund child abuse and neglect prevention and intervention programs. Child Abuse Prevention, Intervention and Treatment Program (CAPIT) funds are designed for the prevention, intervention and treatment of child abuse in California and are used to fulfill Federal Community-Based Child Abuse Prevention (CBCAP) grant matching and leveraging requirements.

Effective July 1, 2011, Assembly Bill 118 (Chapter 40, Statutes of 2011) realigned the funding for the CAPIT program from the state to the local governments. CAPIT funds are deposited monthly by the State Controller into the Protective Services Subaccount within each county's LRF 2011. Counties are no longer required to go through a competitive bid process for the selection and funding of services. Funds may be used to contract with public or private, non-profit agencies.

Mono County Department of Social Services (MCDSS) is the Board of Supervisor's designated public agency to administer CAPIT funds. In Mono County, the expenditure of CAPIT and CBCAP funds is determined by community needs which are identified every 5 years during Mono County's Community-Self Assessment (CSA). These community needs subsequently drive the development of a 5-year System Improvement Plan (SIP), the most recent of which was approved by the Board of Supervisors on May 12, 2020.

CAPIT funds are administered and overseen by the Office of Child Abuse Prevention (OCAP) within the California Department of Social Services (CDSS). According to OCAP, funding priorities for CAPIT funds should be given to private, nonprofit agencies with programs that serve the needs of children at risk of abuse or neglect and that have demonstrated effectiveness in prevention or intervention. Of those programs recommended by OCAP are "high quality home visiting programs" and programs that reach "isolated families."

On September 23, 2019, OCAP approved Mono County's 2018-2023 SIP which includes funding for the home visiting programs provided by Mono County First 5. First 5's home visiting program serves the targeted populations for which CAPIT funds are intended (i.e. Children who are at high risk including those who are being served by county welfare departments for abuse and neglect, minority populations, and children referred for services by legal, medical, or social service agencies).

Additionally, it is the role of Mono County's Child Abuse Council (CAPC) to provide recommendations related to CAPIT and CBCAP funding priorities. On June 3, 2020, the CAPC met for its quarterly meeting and reviewed the proposed plan for CBCAP and CAPIT funds for 2020-2023. The Council stated its support to fund the First 5 home visiting program.

The proposed Agreement between the County of Mono and First 5 for the provision of home visiting services is attached hereto and made a part hereof as Exhibit A. The most recent Agreement between the County and First 5 to deliver this service was for the timeframe of July 1, 2017 to June 30, 2020. The Department is requesting that the County Administrative Officer sign on behalf of the Department of Social Services to re-enter into an Agreement with the Mono County Children and Families Commission (First 5) for the next three fiscal years, July 1, 2020 to June 30, 2023.

**EXHIBIT A- MEMORANDUM OF UNDERSTANDING BETWEEN THE
MONO COUNTY CHILDREN AND FAMILIES COMMISSION
AND MONO COUNTY, THROUGH ITS DEPARTMENT OF SOCIAL SERVICES,
FOR THE PROVISION OF CHILD ABUSE PREVENTION, INTERVENTION AND
TREATMENT (CAPIT) SERVICES**

This Memorandum of Understanding (MOU) is between the Mono County Children and Families Commission (First 5) and Mono County, through its Department of Social Services (the County). First 5 and the County are collectively referred to herein as the parties.

It is expressly understood and agreed by the parties that the purpose of this MOU is to set the terms for a cooperative project wherein First 5 will provide Child Abuse Prevention, Intervention, and Treatment (CAPIT) services to the County for reimbursement in an amount not to exceed \$60,150 per fiscal year.

NOW, THEREFORE, FIRST 5 AND THE COUNTY AGREE AS FOLLOWS:

1. The term of this Agreement shall be from July 1, 2020 to June 30, 2023, unless sooner terminated by either party, upon provision of 30 days' written notice to the other party.
2. First 5 agrees to provide those services to the County as described in Attachment A, Scope of Work, which is attached hereto and incorporated by this reference.
3. The County will pay First 5 in accordance with Attachment B, Schedule of Fees, which is attached hereto and incorporated by this reference. The total sum of all payments made by the County to First 5 for services and work performed under this MOU shall not exceed sixty thousand, one hundred and fifty dollars (\$60,150.00) per fiscal year, nor one hundred and eighty thousand, four hundred and fifty dollars (\$180,450.00) during the entire term of this Agreement ("contract limit"). The County expressly reserves the right to deny any payment or reimbursement requested by First 5 for services or work performed that is in excess of the contract limit.
4. The parties agree that the purpose of these funds is to reimburse First 5 for the provision of CAPIT services and these funds will be exclusively used to pay for such services, as listed in Attachment A.
5. The method by which the parties will invoice and provide payment is as follows:
 - a. First 5 shall submit an invoice and financial report along with a Bi-Annual Monitoring Report (example included in Attachment A) to the County on a twice-per-year basis. Bi-Annual invoices and all required reporting shall be due from First 5 on January 15, 2020, 2021 and 2023; and July 10, 2020, 2021 and 2023. *Please note the earlier-than-usual due date for the month of July. An Annual*

Report shall be due from First 5 no later than July 31 of each year. The obligation to provide invoices and receipts shall survive the contract expiration date and remain in effect until all applicable invoices and receipts have been provided.

b. The County will pay the invoices to First 5 directly within 30 calendar days of the date the invoice was received.

6. This MOU may be amended by a writing signed by authorized representatives of the parties.

7. This MOU shall be administered on behalf of the parties by the following persons, to whom any notices or correspondence concerning the MOU shall be directed:

First 5 Mono County:

Molly DesBaillets, Executive Director
365 Sierra Park Road, Bldg. M
P.O. Box 130
Mammoth Lakes, CA 93546
760-924-7626

Mono County Social Services:

Kathryn Peterson, Director
P.O. Box 2969
Mammoth Lakes, CA 93546
760-924-1770

By the signatures of their authorized representatives appearing below, First 5 and the County agree to perform and abide by the terms of this MOU.

First 5 Mono County:

Mono County Social Services:

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:
County Counsel

By: _____

Dated: _____

APPROVED FOR RISK MANAGEMENT:

By: _____

Dated: _____

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION AND MONO COUNTY, THROUGH ITS DEPARTMENT OF SOCIAL SERVICES, FOR THE PROVISION OF CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT (CAPIT) SERVICES

TERM:

FROM: July 1, 2020 TO: June 30, 2023

SCOPE OF WORK:

First 5 shall perform and/or provide the following services and programs:

Home Visiting Program to be provided to families with children ages prenatal through six and/or kindergarten entry identified as high-risk using research and evidenced based programs. This program shall provide services in English or Spanish, as is appropriate, to address and foster positive parent child interaction, development centered parenting, and family well being. The target population for these services shall be isolated families within Mono County, which includes children at greatest risk for child abuse and neglect including, but not limited to, those currently being served by the Mono County Child Welfare.

The Home Visiting Program will use a strengths-based model, will focus on implementing positive parenting practices, work with families to address family specific issues, provide information on child safety and identify crisis issues. The Home Visiting Program shall provide information, support and community referral in collaboration with the family working to reduce family stressors, at risk behavior, and family crisis. First 5 shall conduct community outreach to educate the community on the program and services.

BI-ANNUAL AND ANNUAL REPORTS

- 1. Bi-Annual Monitoring Reports:** Will cover six (6) month periods and shall be provided to Department of Social Services by First 5 using the report template shown below. First 5 shall submit a Bi-Annual Monitoring Report along with an invoice for expenses and accompanying financial report to the County on a bi-annual basis. Bi-Annual reporting and invoicing shall be due from First 5 on January 15 and July 10 of each year this Agreement is in effect. Please note July's early due date.

Bi-Annual Monitoring Report Template shall include the following items:

- a. Name of Service Provider and Program.
 - b. Please provide a brief description of your activities for the reporting period, including any program improvements or challenges. Please include copies of any surveys or other tools used to measure client satisfaction and outcomes. First 5 will use the Parents as Teachers “Parent Satisfaction Survey” for tracking outcomes; this tool was approved by the Office of Child Abuse Prevention (OCAP) for Mono County’s 2018-2023 System Improvement Plan period.
 - c. Please share any unexpected outcomes (positive or negative), and any unmet community needs, discovered through providing these services.
- 2. Annual Reports:** A comprehensive Annual Report will be provided to DSS by First 5 no later than **July 30** of each year using an Annual Report template as designated by OCAP for reporting on the use of OCAP funds.
- § The annual report template will be provided to First 5 at the start of the fiscal year under separate cover.

ATTACHMENT B

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
MONO COUNTY CHILDREN AND FAMILIES COMMISSION
AND MONO COUNTY, THROUGH ITS DEPARTMENT OF SOCIAL SERVICES,
FOR THE PROVISION OF CHILD ABUSE PREVENTION, INTERVENTION AND
TREATMENT (CAPIT) SERVICES**

TERM:

FROM: July 1, 2020

TO: June 30, 2023

First 5 shall submit bi-annual financial reports including funding, costs, expenditures and allocation of expenditures for this program, using an Excel spreadsheet template provided by DSS to First 5 for reporting purposes. **The CAPIT Grant requires a 10% match, cash or in-kind.**

Line Item changes: First 5 may change budgeted amounts between line items as warranted to accommodate needed program adjustments without first receiving DSS approval. Please notify DSS of any line item changes and provide written justification for any line item change exceeding 30%.

CAPIT Annual Budget - FY 2020-21, FY 2021-22, and FY 2022-2023

| PERSONNEL EXPENSES | | | | |
|--|---|------------------|----------------------------|-------------------|
| POSITIONS | FTE | Funds | In-Kind | TOTAL |
| F5M Home Visiting Staff Salary | 1.8 FTE (divided by 5 home visitors, 1/2 of their time) | \$ 38,000 | \$ 38,500 | \$ 76,500 |
| F5M Home Visiting Staff Benefits | 1.8 FTE (divided by 5 home visitors, 1/2 of their time) | \$ 10,000 | \$ 10,000 | \$ 20,000 |
| F5M Director Salary & Benefits | .09 FTE (1/2 of time allocated to Home Visiting) | \$ 7,250 | \$ 7,250 | \$ 14,500 |
| TOTAL PERSONNEL | 1.29% FTE | \$ 55,250 | \$ 55,750 | \$ 111,047 |
| OPERATING EXPENSES | | | | |
| | | Funds | In-Kind | TOTAL |
| Office Supplies | | \$ | \$1,500 | \$ 1,500 |
| Family Counseling, 2 families (max \$500 each) | | \$ | \$1,000 | \$ 1,000 |
| Educational Materials & Basic Needs Support | | \$ | \$20,000 | \$ 20,000 |
| Training & Travel | | \$ | \$14,500 | \$ 14,500 |
| In-Direct, 10% of salaries & benefits | | \$ 4,900 | \$6, 200 | \$ 11,100 |
| Total Operating Expenses | | \$ 4,900 | \$ 43,200 | \$ 48,100 |
| Requested Annual Budget Amount | In-Kind Amount | Budget | TOTAL Budget Amount | |
| \$60,150 | \$98,950 | | \$159,100 | |

\\ NOTHING FOLLOWS \\



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 11, 2020

TIME REQUIRED

SUBJECT

California Department of Fish and
Wildlife Press Release re: Bacterial
Outbreak at Three Southern
California Hatcheries

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

A press release from California Department of Fish and Game (CDFW) regarding a bacterial outbreak at three CDFW fish hatchery facilities in the eastern Sierra and Southern California that has affected 3.2 million fish and resulted in the euthanization of the fish in order to stop the spread of the outbreak.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Press Release](#)

History

| Time | Who | Approval |
|------------------|------------------------------|----------|
| 8/6/2020 1:54 PM | County Administrative Office | Yes |
| 8/5/2020 4:35 PM | County Counsel | Yes |
| 8/6/2020 3:31 PM | Finance | Yes |



California Department of
Fish and Wildlife

CDFW News

≡ MENU

Bacterial Outbreak Forces Euthanization of Fish at Three Southern California Hatcheries

July 20, 2020

Three California Department of Fish and Wildlife (CDFW) fish hatchery facilities in the eastern Sierra and Southern California have been battling a bacterial outbreak that has affected 3.2 million fish. This week, after consultation with fish pathology experts and exhausting all avenues of treatment, CDFW announced that the fish, which are all trout, at the affected facilities must be euthanized in order to stop the spread of the outbreak.

The affected facilities – Mojave River Hatchery, Black Rock Hatchery and Fish Springs Hatchery – usually provide fish for stocking waterways in CDFW’s **South Coast Region** and **Inland Deserts Region**. The euthanization of all the fish at these facilities will have a profound effect on CDFW’s ability to stock fish for anglers in those regions in the near future.

“Euthanizing our hatchery stocks was not a decision we came to lightly, but it had to be done,” said Jay Rowan environmental program manager for CDFW hatcheries. “This bacterium is resistant to all the treatment options we have available for fish. The fish losses were getting worse despite our treatments. The best option we have available that will get us back to planting fish from these hatcheries in the shortest timeline is to clear the raceways, thoroughly disinfect the facilities, and start over.”

CDFW has had the **three facilities under quarantine for more than a month**, while pathologists and hatchery staff treated the affected fish and researched potential options. The outbreak of *Lactococcus garvieae*, which is similar to streptococcus, has been reported in cattle and poultry

farms as well as fresh and salt water fish and shellfish hatcheries around the world, but had never before been detected in fish in California. Research of treatment options employed at trout farms in Europe and other parts of the world show there is almost no chance for successfully eliminating the bacteria from a facility without depopulation and disinfection.

Fish that are infected with *Lactococcus garvieae* can show symptoms including bulging eyes, lethargic or erratic swimming and increased mortality, or be asymptomatic and show no signs of infection depending on a several factors including water temperature and stress. Fish-to-human transmission of this bacteria is rare and unlikely but there are several documented instances associated with immunocompromised people consuming infected raw fish and unpasteurized milk products.

Hot Creek Hatchery in the eastern Sierra has tested negative for the bacteria and is still planting eight waters in Inyo and Mono counties. CDFW is in the process of developing a modified stocking plan to reallocate fish from central and northern California hatcheries to a small number of high angler use, easily accessible waters in geographically distinct parts of the eastern Sierra and Southern California.

For real-time updates, California anglers can refer to CDFW's [Fish Planting Schedule](#). This schedule is updated directly by CDFW hatchery staff. Although it contains current information, all fish plants are subject to change depending on road, water, weather and operational conditions.

For additional information, please see [CDFW's frequently asked questions about the *L. garvieae* outbreak](#). Also, members of the public can email questions to hatcherybacteriainfo@wildlife.ca.gov.

###

Media Contacts:

Jay Rowan, CDFW Hatchery Program, (916) 212-3164

Harry Morse, CDFW Communications, (208) 220-1169

Share this:



Tagged Disease, fishing, hatcheries, hatchery, trout, Trout Stocking

PREVIOUS POST

[CDFW Soliciting Recommendations for Northern San Joaquin Valley Wildlife Areas](#)



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 11, 2020

Departments: Social Services

TIME REQUIRED 15 minutes

SUBJECT Child Abuse Prevention Council (CAPC), Annual Presentation and Contract with Mono County Office of Education (MCOE) to Perform CAPC Coordination Services

PERSONS APPEARING BEFORE THE BOARD

Michelle Raust (DSS Program Manager) and Courtney Powell (CAPC Coordinator)

AGENDA DESCRIPTION:

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

Agreement between the County and Mono County Office of Education (MCOE) to conduct Child Abuse Prevention Council (CAPC) Coordination and a presentation by Courtney Powell regarding annual Child Abuse Prevention Council (CAPC) accomplishments.

RECOMMENDED ACTION:

Approve County entry into proposed contract with the Mono County Office of Education (MCOE) to Perform CAPC Coordination Services, and authorize Board Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

The Agreement amount is up to \$30,000 per year, not to exceed \$90,000 for the 3-year term of the agreement, July 1, 2020 through June 30, 2023. All requested funds shall come from the County Children's Trust Fund and there is no cost to the Mono County General Fund.

CONTACT NAME: Michelle Raust

PHONE/EMAIL: (760) 924-1758 / mraust@mono.ca.gov

SEND COPIES TO:

Michelle Raust

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|------------------------------------|
| Click to download |
| staff report |
| Resolution R01-114 |

[2020-2023 CAPC Contract with MCOE](#)

[2020-2023 CAPC Contract with MCOE, Budget Attachment](#)

History

| Time | Who | Approval |
|------------------|------------------------------|----------|
| 8/6/2020 1:54 PM | County Administrative Office | Yes |
| 8/5/2020 9:52 AM | County Counsel | Yes |
| 8/6/2020 3:29 PM | Finance | Yes |



KATHRYN PETERSON, MPH
Director

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

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



To: Mono County Board of Supervisors

From: Michelle Raust, Program Manager, Department of Social Services

Date: July 20, 2020

Re: Agreement between the County and Mono County Office of Education (MCOE) to conduct Child Abuse Prevention Council (CAPC) Coordination

Recommended Action

Approve the County to enter into the proposed Agreement with the Mono County Office of Education (MCOE) to use Community Based Child Abuse Prevention Grant (CBCAP) monies in the County Children's Trust Fund (CCTF) in an amount not to exceed \$30,000.00 annually to fund coordination services for the Mono County Child Abuse Prevention Council (CAPC) Coordination, and authorize the Board Chair to sign on behalf of the County.

Fiscal Impact

The Agreement amount is up to \$30,000 per year, not to exceed \$90,000 for the 3-year term of the agreement, July 1, 2020 through June 30, 2023. All requested funds shall come from the CCTF and there is no cost to the Mono County General Fund.

Discussion

In 2001 the Mono County Board of Supervisors (BOS) passed Resolution R01-114 creating the Mono County Child and Family Advisory Board (commonly known as the Mono County Child Abuse Prevention Council or CAPC) and establishing a County Children's Trust Fund (CCTF) (Exhibit A). In accordance with California Welfare and Institutions Code Sections 18966 et seq., the CCTF is funded through fees collected from Birth Certificates in addition to state CBCAP funding, to comprise a base allocation, as follows:

- (1) Counties that receive less than twenty thousand dollars (\$20,000) per year in birth certificate fees for their County Children's Trust Funds (CCTF) shall be granted the

amount of CBCAP funds necessary to bring total birth certificate fees to twenty thousand dollars (\$20,000) per year.

(2) The remaining CBCAP funds shall then be distributed equally among all the counties, up to ten thousand dollars (\$10,000) per county.

(3) If sufficient CBCAP funds exist after (1) and (2) have been implemented, the remaining CBCAP funds shall be distributed to each county according to population.

(4) The CBCAP funds deposited into the CCTF must adhere to the CBCAP and the CCTF requirements as applicable.

In Mono County, there were 65 births during fiscal year 2019-2020. The dollar amount collected for certificates of births was \$4,425. The State grants Mono County approximately \$29,500 in CBCAP funds annually to deposit into the CCTF.

Additionally, the California Department of Social Services (CDSS) distributes Kids' Plates Program revenue as allocated by the Budget Act of 2019 to each County to fund the CCFT. County share is based on the proportion of the county's population of children less than 18 years of age compared to the total population of children in California. In Fiscal Year 2019-2020, Mono County received .03% of the total California distribution, amounting to \$267.

California Welfare and Institution sections 18967 and 18983 provide that the funds held in the CCTF shall be used to fund "child abuse and neglect prevention and intervention programs," including Child Abuse Prevention Coordinating Councils, as outlined in the attached Scope of Work (Exhibit B, Attachment A).

It is the role of the Child Abuse Prevention Council to review, prioritize, and recommend to the Board of Supervisors program funding for the County Children's Trust Fund. Appropriate coordination of the CAPC is fundamental to its strength and its ability to meet its goals. At the most recent CAPC meeting on June 3, 2020, the CAPC moved to approve continued use of CCTF funds for CAPC Coordination.

Upon receipt of such proposals, the Mono County BOS shall make the final determination as to whether such programs shall be funded. The CAPC comes before the BOS with a request to fund coordination services it feels will help facilitate their efforts to prevent child abuse and neglect in Mono County. The CAPC Coordinator will report to the BOS outcomes from its annual report.

The proposed Agreement between the County of Mono and the Mono County Office of Education for the provision of these services is attached as Exhibit B.



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RESOLUTION NO. R01- 114

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS DESIGNATING THE MONO COUNTY CHILD AND FAMILY ADVISORY BOARD AS ITS "DESIGNATED COMMISSION" THAT SHALL CARRY OUT THE PURPOSES OF ARTICLE 5 OF CHAPTER 11 OF PART 6 OF DIVISION 9 OF THE WELFARE AND INSTITUTIONS CODE (CHILDREN'S TRUST FUND), AND ESTABLISHING THE MONO COUNTY CHILDREN'S TRUST FUND

WHEREAS, a board of supervisors may designate an existing local voluntary commission, board or council (hereinafter referred to as "designated commission") in order to carry out the purposes of Article 5 of Chapter 11 of Part 6 of Division 9 of the Welfare and Institutions Code (Children's Trust Fund); and

WHEREAS, the designated commission must either be a commission whose duties are primarily related to children, with special emphasis upon child abuse and neglect prevention and intervention services, or whose duties relate to human services; and

WHEREAS, when a board of supervisors designates such a commission, it shall also establish a county children's trust fund; and

WHEREAS, the duties of a designated commission include establishing criteria for determining those programs that shall receive funding from the children's trust fund, accepting and prioritizing proposals that meet such criteria, and making recommendations to the board of supervisors as to those proposals that the commission feels should receive funding; and

WHEREAS, the Mono County Child and Family Advisory Board is an existing local voluntary commission, board or council whose duties are primarily related to children, with special emphasis upon child abuse and neglect prevention and intervention services;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors as follows:

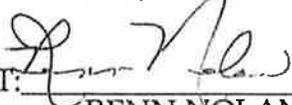
SECTION ONE: Pursuant to Section 18965 of the Welfare and Institutions Code, the Board hereby designates the Mono County Child and Family Advisory Board as its "designated commission" in order to carry out the purposes of Article 5 of Chapter 11 of Part 6 of Division 9 of the Welfare and Institutions Code (Children's Trust Fund).

SECTION TWO: Pursuant to Section 18966 of the Welfare and Institutions Code, the Board hereby establishes the Mono County Children's Trust Fund. The Fund shall consist of such funds and be administered for such purposes as are specified by Article 5 of Chapter 11 of Part 6 of Division 9 of the Welfare and Institutions Code (Children's Trust Fund).

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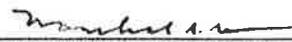
PASSED AND ADOPTED this 20th day of November, 2001 by the following vote:

AYES : Supervisors Cecil, Farnetti, Pipersky & Ronci
NOES : NONE
ABSTAIN : NONE
ABSENT : Supervisor Hunt

ATTEST: 
RENN NOLAN
Clerk of the Board


Tom Farnetti, Vice Chairman
Board of Supervisors

APPROVED AS TO FORM:


COUNTY COUNSEL

**EXHIBIT B- AGREEMENT BETWEEN COUNTY OF MONO
AND MONO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF CAPC COORDINATION SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the Child Abuse Prevention Council (CAPC) services of the Mono County Office of Education, of Mammoth Lakes, 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

2. TERM

The term of this Agreement shall be from July 1, 2020, to June 30, 2023, 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 \$90,000 during the entire term of this Agreement and/or \$30,000 in any twelve-month period (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.

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. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million dollars (\$1,000,000.00) 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 or Two Million dollars (\$2,000,000.00) 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 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:
Mono County Department of Social Services
ATTN: Kathryn Peterson, Director
PO Box 2969
Mammoth Lakes, CA 93546

Contractor:

Mono County Office of Education
ATTN: Stacey Adler, County Superintendent of Schools
PO Box 130
Mammoth Lakes, CA 93546

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

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND MONO COUNTY OFFICE OF EDUCATION FOR THE PROVISION OF CAPC COORDINATION SERVICES

TERM:

FROM: July 1, 2020 TO: June 30, 2023

SCOPE OF WORK:

The Contractor shall perform and/or provide the following services and programs:

Coordination of the Child Abuse Prevention Council (CAPC):

Coordination and facilitation of the Mono County Child Abuse Prevention Council (“Council”) shall include, but is not limited to, the following:

1. Facilitate CAPC meetings and business processes, in compliance with the Brown Act, including the following:
 - a. Prepare agendas and meeting minutes.
 - b. Maintain CAPC membership and contact information, CAPC website, and other pertinent information.
 - c. As needed, recruit CAPC members and orient new members to CAPC goals and business processes.
 - d. Facilitate CAPC decision-making process regarding use of annual County Children’s Trust Fund (CCTF) monies for projects, services, and materials with the goal of child abuse prevention.
2. Act as the point of contact for the Council and the public.
3. Promote child abuse prevention year-round through a variety of activities. Outreach efforts should be made accessible to families/community members in very rural areas of the County and to Spanish-speaking members of the community wherever possible. Outreach and prevention activities may include, but are not limited to:
 - a. Print advertising, digital/social media, and radio. As outlined in Mono County’s 2018-2023 System Improvement Plan (SIP)’s CAPC Program Description, which is attached herein as **Attachment C** and incorporated by this reference, the “Mono County Community Resource Guide” will be updated, maintained, and circulated annually to all schools, public libraries, and public and private health and human services organizations/agencies in Mono County;
 - b. Child Abuse Awareness (CAP) Month: Organization of an annual community event(s) each April;
 - c. As described in Attachment C, at least 25 community members per year will receive training in one of the following- or related- subjects: Protective Factors/Strengthening Families, Reporting Child Abuse, Trauma-Informed interventions with children, or Darkness to Light.

Coordination and scheduling of Mandated Reporter trainings will be done in collaboration with Child Protective Services staff at Mono County Department of Social Services;

- d. Attend Health & Safety Fairs and/or other community-based events where there is an opportunity to promote healthy families and child abuse prevention;
4. Support community efforts and/or statewide initiatives, such as the Adverse Childhood Experiences Survey (ACES) and other trauma-informed practices/information to prevent and respond to child abuse.
5. Tracking & Evaluation: Track participation and/or numbers of community-members reached for all media/outreach activities. Track both participation and outcomes for activities that involve direct training of community members by using the 7-question "Feedback and Evaluation" survey as described in Attachment C.
6. Submit bi-annual Monitoring Reports regarding the Council and include the following:
 - a. Council Activities including local meetings and/or attendance at regional meetings as appropriate;
 - b. Agencies and individuals represented in membership;
 - c. Information on prevention activities including a summary people served and outcomes;
 - d. An accounting of Children's Trust Fund Budget Expenditures: Travel, Projects, and Service Expenditures related to Child Abuse Prevention that have been formally approved by action of the Child Abuse Prevention Council (CAPC). Include description of materials purchased and people served.

Annual Reports: Contractor will compile bi-annual report information into an annual report to be presented to the Mono County Board of Supervisors each year. In addition, Contractor will submit to the County data using an annual report template as designated by the Office of Child Abuse Prevention (OCAP) for reporting on the use of OCAP funds no later than July 31 of each year. The annual report template will be provided to Contractor under separate cover.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND MONO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF CAPC COORDINATION SERVICES**

TERM:

FROM: July 1, 2020 TO: June 30, 2023

SCHEDULE OF FEES:

Notwithstanding Paragraph 3.E. above, Contractor shall submit an invoice for expenses and accompanying financial report along with a Bi-Annual Monitoring Report to the County on a twice-per-year basis. Contractor shall submit bi-annual financial reports detailing budget, expenditures, remaining balances and in-kind match, if any, using an Excel spreadsheet template provided by County to Contractor for reporting purposes.

Line Item changes: Contractor may change budgeted amounts between line items as warranted to accommodate needed program adjustments without first receiving County approval, however, if any such line item changes are made, Contractor shall notify County as soon as possible, and provide written justification for any line item change exceeding 30%. Proposed changes to the FY 2020-2023 budget are to be submitted to County prior to the start of FY 2020-2023.

Contractor shall submit a bi-annual (twice yearly) monitoring report (as set forth in Attachment A) along with an invoice for expenses and accompanying financial report to the County on a bi-annual basis. Bi-annual invoices and associated required reporting shall be due from Contractor on or before January 15, 2021, 2022, and 2023; and July 10, 2021, 2022, and 2023. Please note the earlier than usual due date for the month of July. An Annual Report shall be due from Contractor on or before July 31 of each year. The obligation to provide invoices and receipts shall survive the contract expiration date

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

EXHIBIT B- ATTACHMENT B1

**AGREEMENT BETWEEN COUNTY OF MONO
AND MONO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF CAPC COORDINATION SERVICES**

TERM:

FROM: July 1, 2020

TO: June 30, 2023

CAPC Coordinator Annual Budget - FY 2020-21, FY 2021-22 and FY 2022-23

| Personnel- Coordinator | SALARY | % TIME | Approved Budget |
|---|------------------|---------------|------------------------|
| Mono CAPC Coordinator Salary | \$ 13,452 | 20% FTE | \$ 13,452 |
| Mono CAPC Coordinator Benefits | \$ 6,548 | | \$ 6,548 |
| Total Personnel | \$ 20,000 | | \$ 20,000 |
| Operating Expenses- Coordinator | | | Approved Budget |
| General Operating Expenses | | | \$ - 1,500.00 |
| Office Supplies | | | \$ - 2,000.00 |
| Travel: CAPC Coordinator Travel, all related expenses | | | \$ - |
| Media (CAPC Coordinator outreach media buys) | | | \$ - 5,500.00 |
| Grant Administration | | | \$ - |
| In-Direct <10% | | | \$ 1,000 |
| Total Operating Expenses | | | \$ - |
| | | | TOTAL Budget |
| TOTAL CAPC COORDINATOR EXPENSES | | | \$ 30,000 |



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 11, 2020

Departments: Sheriff, CAO and County Counsel

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Ingrid Braun, Bob Lawton, Stacey
Simon

SUBJECT Revised and Restated Memorandum
of Understanding with Madera
County

AGENDA DESCRIPTION:

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

Revised and Restated Memorandum of Understanding (MOU) with Madera County and the Town of Mammoth Lakes Regarding Law Enforcement, Emergency Response and Environmental Health services for Areas of Madera County primarily accessed through Mono County.

RECOMMENDED ACTION:

Approve County entry into Revised and Restated MOU and authorize Board Chair to execute said MOU on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

Potential for reimbursement of personnel and vehicle costs when Mono County responds to incidents not associated with Mono County residents.

CONTACT NAME: Stacey Simon

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|--|
| Click to download |
| <input type="checkbox"/> Staff Report |
| <input type="checkbox"/> Proposed MOU |
| <input type="checkbox"/> 1994 MOU - Law Enforcement Services |

History

| Time | Who | Approval |
|------------------|------------------------------|-----------------|
| 8/6/2020 1:55 PM | County Administrative Office | Yes |
| 8/7/2020 2:14 PM | County Counsel | Yes |
| 8/6/2020 3:22 PM | Finance | Yes |



**COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO**

Robert C. Lawton
PO Box 696
Bridgeport, CA 93517-0696
(760) 932-5410
rlawton@mono.ca.gov
www.mono.ca.gov

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VICE CHAIR

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ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. Tim Kendall

SHERIFF / CORONER

Hon. Ingrid Braun

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Shannon Kendall

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Alicia Vennos

EMERGENCY MEDICAL SERVICES

Chief Chris Mokracek

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Janet Dutcher

INFORMATION TECHNOLOGY

Nate Greenberg

PROBATION

Karin Humiston

PUBLIC HEALTH

Lynda Salcido (Interim)

PUBLIC WORKS

Tony Dublino

SOCIAL SERVICES

Kathy Peterson

Date: August 11, 2020

To: Honorable Mono County Board of Supervisors

From: Robert Lawton; County Administrative Officer
Stacey Simon, Esq.; Mono County Counsel
Hon. Ingrid Braun, Mono County Sheriff

Re: Agreement and First Amendment to 1994 Memorandum of Understanding Among Madera County, Mono County and the Town of Mammoth Lakes Regarding Law Enforcement Duties For Areas of Madera County East of The Sierra Crest

Recommended Action:

Consider and approve the *Agreement and First Amendment to 1994 Memorandum of Understanding Among Madera County, Mono County and the Town of Mammoth Lakes Regarding Law Enforcement Duties For Areas of Madera County East of The Sierra Crest.*

Fiscal Impact:

None noted. The proposed amendment clarifies and resolves a number of issues of importance to Mono and Madera counties, the Town of Mammoth Lakes, and the Mammoth Lakes Fire Protection District. Although not the highest priority among the modifications being made, this happens to include clarifying billing procedures in the unlikely event that reimbursement is sought for the provision of emergency services.

Discussion:

Last year, your Board initiated several public discussions regarding the provision of a variety of public services in the Reds Meadow and Devils Postpile area of eastern Madera County, and ways in which these services might be better coordinated and delivered; including proposing a possible boundary change between the two counties. Foremost among these issues was, and remains the provision of emergency services which have been governed by a 25-year old memorandum of understanding between the two counties and the Town of Mammoth Lakes that, in recent years, has shown the strain of time and begun to reveal certain deficiencies.

Recognizing that the signatories to the 1994 MOU were in agreement that it could better clarify the respective understandings, assumptions and agreements under which the parties have been operating – more or less effectively – for the past quarter of a century, at its August 13, 2019 meeting your Board directed the County Administrator and County Counsel to work with counterparts in Madera County and the Town of Mammoth Lakes to begin identifying and

proposing amendments to the 1994 MOU for consideration and approval by your Board, Madera County and the Town of Mammoth Lakes.

Subsequently, Supervisor Corless was instrumental in convening a meeting in Mammoth on September 9, 2019, with Madera County officials and representatives from the Town of Mammoth Lakes and other public agencies providing services in the Reds Meadow and Devils Postpile area, to discuss coordination of the myriad of public services being provided in eastern Madera County. The Town of Mammoth Lakes' efforts to secure federal funding to make improvements to the Reds Meadow Road was one of the primary topics of conversation. The meeting participants recognized and agreed that the issues were many and complex, and would likely take significant time to work through and address; possibly through a new, comprehensive MOU addressing expanded emergency services and other public services being provided by Mono-based entities, or through separate agreements between these entities and Madera County.

The meeting concluded with a commitment of those present to meet periodically and as needed to better coordinate the delivery of the multiplicity of public services being provided in the Reds Meadow Valley. Participants also expressed support for the Mono County Board of Supervisors prior direction to proceed with developing a "band-aid" amendment to the current MOU to provide clarification around existing tenets of, and assumptions held by the signatories to the 1994 agreement.

The Agreement and First Amendment to 1994 Memorandum of Understanding Among Madera County, Mono County and the Town of Mammoth Lakes Regarding Law Enforcement Duties For Areas of Madera County East of The Sierra Crest being presented for your Board's consideration today, and recommended for approval, accomplishes the following:

- Recognizes that the performance of first responder responsibilities by Mono County or the Town of Mammoth Lakes may be carried out by allied agencies, such as the Mammoth Lakes Fire Protection District, with which the County or Town has mutual aid agreements;
- Amplifies a long-held presumption of Mono County and the Town of Mammoth Lakes that nothing in the MOU creates a mandatory duty to provide services, and that the agreement functions more like a mutual aid agreement;
- Adds specificity to the billing process. Although billing for the provision of emergency services has been, and is likely to remain a very infrequent occurrence, the MOU clarifies that Madera County will never be billed for the provision of emergency services to residents of Mono County, specifies a process requested by Madera County for how any other billings – however unlikely – must be submitted; and,
- Affirms the need and commitment for enhanced communication regarding the services contemplated in the MOU, as well as the other, non-emergency public services being provided or proposed in the Reds Meadow Valley, and memorializes the commitment of the parties to meet periodically and in-person whenever desired or necessary to discuss such matters.

Next Steps

In addition to your Board, this amendment needs to be considered and approved by the Madera County Board of Supervisors and the Mammoth Lakes Town Council. In anticipation of those approvals occurring relatively soon, staff will begin working with its counterparts in Madera County and Mammoth Lakes to identify a time and location for the next stakeholder meeting as contemplated in the amendment.

**REVISED AND RESTATED MEMORANDUM OF UNDERSTANDING
AMONG MADERA COUNTY, MONO COUNTY, AND THE TOWN OF
MAMMOTH LAKES REGARDING LAW ENFORCEMENT AND FIRST
RESPONDER ACTIVITIES FOR AREAS OF MADERA COUNTY EAST
OF THE SIERRA CREST**

I PARTIES

The parties to this Memorandum of Understanding (“MOU”) are the County of Madera, the County of Mono and the Town of Mammoth Lakes (collectively “Parties”).

II RECITALS

A. Portions of Madera County east of the Sierra crest and the San Joaquin River and adjacent to Mono County are accessible by paved roadway only from Mono County by way of Highway 203. Backcountry areas of Madera County east of the Sierra crest and west of the San Joaquin River are also most easily accessible from Mono County. These areas are collectively referred to in this MOU as “the Impacted Area.”

B. Certain facilities in the Impacted Area are subject to the jurisdiction of the Madera County Sheriff’s Department.

C. In the interests of best protecting the public safety and the efficient use of taxpayer monies, on April 12, 1994, the Parties entered into a Memorandum of Understanding Regarding Law Enforcement Duties for Areas of Madera County East of the Sierra Crest (“Original MOU”), which authorized the Mono County Sheriff’s Office and the Mammoth Lakes Police Department to provide law enforcement services in the Impacted Area.

D. Since entering into the Original MOU, the public services provided in the Impacted Area have expanded to include, among others, fire prevention and response through the Mammoth Lakes Fire Protection District, road maintenance and repair through Mammoth Lake’s Public Works Department, environmental health services through Mono County Public Health and public transportation through the Eastern Sierra Transit Authority.

E. The Parties agree to consider pursuing the development of a new comprehensive MOU, or multiple individual agreements, with the other entities providing the full range of public services within the Impacted Area as part of ongoing discussions contemplated to communicate and coordinate the delivery of public services of mutual interest.

F. Until a new comprehensive MOU or individual agreements are implemented, the Parties intend that this revised and further clarified MOU will serve to promote enhanced communication among the Parties, articulate their shared concern for and prioritization of public safety in the Impacted Area, and enable the provision of public services irrespective of administrative boundaries or jurisdictional issues.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

III AGREEMENTS OF THE PARTIES

A. Mono County's Sheriff's Office and Paramedics may, to the degree they determine that resources and personnel are available, perform first responder and enforcement activities within the Impacted Area with respect to all those applicable laws and regulations which they have authority to enforce or carry out within Mono County.

B. Mono County may charge and retain its usual and ordinary fees for carrying out enforcement and first responder activities in such manner as if the response or enforcement had been within Mono County, as follows:

1. Madera County will not be charged for Mono County carrying out enforcement or providing first responder services for the benefit of residents of Mono County.
2. Madera County may be charged for Mono County carrying out enforcement or providing first responder services for the benefit of non-Mono County residents as follows:

Mono County shall submit any invoices and related cost recovery documents within sixty (60) days of the initial date of the response operation. At minimum, the invoice and/or related cost recovery documents shall include the hourly cost of each employee, vehicle cost per mile (or hour, where applicable), and activity logs for each member of paid personnel deployed on the response mission. Madera County shall pay all complete and timely invoices within thirty (30) days of the date of invoice.

C. Statutorily, the responsibility for providing public safety services within the Impacted Area is that of Madera County. In order to execute this responsibility, in the best interests of public welfare, Madera County hereby authorizes and requests that Mono County respond to the Impacted Area on a first responder basis with respect to these services.

D. The Parties agree that the Sheriff of Madera County will be notified of any incidents occurring in the Impacted Area and the Sheriff of Madera County will provide resources to assume operational responsibility when necessary.

E. The services that Mono County may provide under this MOU include, but are not limited to, search and rescue, coroner's investigations, law enforcement and paramedic. The Town of Mammoth Lakes may additionally provide law enforcement personnel for those incidents where there exists an imminent threat to public safety. It is further acknowledged and agreed that performance of first responder responsibilities by Mono County or the Town of

Mammoth Lakes may be carried out by allied agencies with which the County or Town have mutual aid or similar agreements.

F. Participation in this MOU may be terminated by a Party, at any time and without cause, by giving written notice to the other Parties, not less than thirty (30) days prior to the date of the termination, and by paying all sums due under the terms of this MOU on the effective date of termination.

G. To the extent permitted by law, the Parties to this MOU shall defend, indemnify, and hold each other harmless from and against all claims, damages, losses, judgements, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from the active negligence or wrongful acts of the respective Parties to this MOU or their officers or employees.

H. The Parties agree to meet periodically and in-person, whenever necessary or otherwise desirable and mutually convenient, to discuss implementation of this MOU and promote direct and unfettered communication between the Parties with regard to the public safety services contemplated and prioritized herein, as well as other public services being provided or contemplated in the Impacted Area.

I. This MOU shall become effective upon signature by all Parties and shall remain in effect until terminated. Further, this MOU shall supersede and replace, in its entirety, the Original MOU and any prior agreement or understanding among the Parties or between any of them regarding the topics addressed herein.

COUNTY OF MONO

COUNTY OF MADERA

CHAIR
Board of Supervisors

CHAIR
Board of Supervisors

Attest:

By: _____
Clerk, Board of Supervisors

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

COUNTY COUNSEL
County of Mono

COUNTY COUNSEL
County of Madera

SHERIFF
County of Mono

SHERIFF
County of Madera

TOWN OF MAMMOTH LAKES

MAYOR
Town Council

APPROVED AS TO LEGAL FORM:

TOWN ATTORNEY

MEMORANDUM OF UNDERSTANDING AMONG MADERA COUNTY, MONO COUNTY AND THE TOWN OF MAMMOTH LAKES REGARDING LAW ENFORCEMENT DUTIES FOR AREAS OF MADERA COUNTY EAST OF THE SIERRA CREST

I. PARTIES.

The parties to this Memorandum of Understanding ("MOU"), which is executed pursuant to relevant provisions of California law permitting such agreements, are the County of Madera, the County of Mono and the Town of Mammoth Lakes.

II. RECITALS.

A. That portion of Madera County east of the Sierra crest and the San Joaquin River and adjacent to Mono County is accessible by paved roadway only from Mono County by way of Highway 203. Back country areas of Madera County east of the Sierra crest and west of the San Joaquin River are also most easily accessible from Mono County. These areas are collectively referred to in this memorandum as "the impacted area."

B. Certain facilities in the impacted area are subject to the jurisdiction of the Madera County Sheriff's Department.

C. In the interests of best protecting the public safety and the efficient use of taxpayer monies, Madera County desires that the Mono County Sheriff's Department and the Mammoth Lakes Police Department perform first responder responsibilities of Madera County for enforcing laws and regulations within the impacted area.

D. Mono County and the Town of Mammoth Lakes will accept the delegation by Madera County of such responsibilities and enforce all applicable laws and regulations.

II. AGREEMENTS OF THE PARTIES.

A. Mono County agrees that its Sheriff's Department will perform first responder responsibility for enforcing within the impacted area all those applicable laws and regulations which it has a duty to enforce or carry out within Mono County.

B. Madera County agrees that Mono County may charge and retain, its usual and ordinary fees for carrying out the enforcement of such laws and regulations in such manner as if the enforcement had been within Mono County.

C. Statutorily, the responsibility for providing public safety services is that of Madera County. In order to execute this responsibility, in the best interests of public welfare, Madera County hereby authorizes and requests that Mono County respond to the impacted area on a first responder basis.

D. The parties agree that the Sheriff of Madera County will be notified of any incidents occurring in the impacted area and the Sheriff of Madera County will provide resources to assume operational responsibility when necessary.

E. The services that Mono County agrees to provide shall include, but not be limited to, search and rescue, coroner's investigations, law enforcement as needed, and paramedics. The Town of Mammoth Lakes agrees to provide law enforcement personnel for those incidents where there exists an imminent threat to public safety.

F. This MOU may be terminated by either party, at any time and without cause, by giving written notice to the other party, not less than thirty (30) days prior to the date of termination, and by paying all sums due under the terms of this MOU on the effective date of termination.

G. To the extent permitted by law, the parties to this MOU shall defend, indemnify, and hold each other harmless from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence or wrongful acts of the respective parties to this MOU or their officers or employees.

H. This memorandum shall become effective on April 12, 1994, and remain in effect until terminated.

COUNTY OF MONO

David A. Prunick
Chair
Board of Supervisors

COUNTY OF MADERA

Les Lopez
Chair
Board of Supervisors



ATTEST:
By Wanda Jewells
Clerk

APPROVED AS TO FORM:

Neil McCarroll
County Counsel

APPROVED AS TO FORM:

Douglas W. Nelson
County Counsel

Sheriff

TOWN OF MAMMOTH LAKES

Mayor
Town Council

Town Manager

APPROVED AS TO FORM:

Town Attorney

APPROVED AS TO ACCOUNTING FORM:
AUDITOR-CONTROLLER
By Charles J. Randall

Chief of Police

APPROVED AS TO FORM (CAO)
By Steve Marshall



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 11, 2020

Departments: CAO

TIME REQUIRED Item will start at approximately 10:00 AM **PERSONS APPEARING BEFORE THE BOARD** Bob Lawton, CAO

SUBJECT COVID-19 (Coronavirus) Update

AGENDA DESCRIPTION:

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

Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health. Specific topics include, but are not limited to: (1) Impacts of tourism and recreation on public lands; (2) Enforcement activities; and (3) Approve a letter to State legislators expressing County opposition to Assembly Bill 660, which would prohibit the assignment of law enforcement officer to contact tracing duties.

RECOMMENDED ACTION:

Consider and potentially approve letter to Assembly Member Levine in Opposition to Assembly Bill 660.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---|
| <p>Click to download</p> <p> AB660 Letter</p> |
|---|

History

| Time | Who | Approval |
|------------------|------------------------------|----------|
| 8/6/2020 1:55 PM | County Administrative Office | Yes |

8/5/2020 4:44 PM

County Counsel

Yes

8/6/2020 3:31 PM

Finance

Yes



**COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO**

Robert C. Lawton
PO Box 696
Bridgeport, CA 93517-0696
(760) 932-5410
rlawton@mono.ca.gov
www.mono.ca.gov

BOARD OF SUPERVISORS

August 11, 2020

CHAIR

Stacy Corless / District 5

VICE CHAIR

Jennifer Kreitz / District 1

Bob Gardner / District 3

John Peters / District 4

Fred Stump / District 2

The Honorable Marc Levine
Member, California State Assembly
State Capitol, Room 5135
Sacramento, CA 94249-0010

RE: Opposition to Assembly Bill 660

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. Tim Kendall

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL CONTROL

Vacant

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Shannon Kendall

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Alicia Vennos

EMERGENCY MEDICAL SERVICES

Chief Chris Mokracek

FINANCE

Janet Dutcher

INFORMATION TECHNOLOGY

Nate Greenberg

PROBATION

Karin Humiston

PUBLIC HEALTH

Lynda Salcido (Interim)

PUBLIC WORKS

Tony Dublino

SOCIAL SERVICES

Kathy Peterson

Dear Assembly Member Levine:

The Mono County Board of Supervisors writes to express strong opposition to AB 660, which would prohibit law enforcement from engaging in contact tracing.

The use of law enforcement officers in contact tracing is an essential, life-saving capacity for communities like Mono County, both at this time and during any future pandemic events. While the same capacity may not be needed in every jurisdiction, local authorities should retain the right to make that decision.

If contact tracing is not rapid and thorough during the containment phase, the pandemic is more likely to surge out of control. Law enforcement officers already on county, city or town staff, familiar with emergency operations and trained in protocols for contact tracing, can be a key asset in checking the pandemic.

Rural counties are particularly hard-pressed for resources. Given our limited Public Health staff and financial constraints, the use of law enforcement in contact tracing may ultimately be a key resource in keeping Mono County - and others similarly situated - in containment.

We understand that the use of law enforcement in contact tracing may not be ideal for other communities, but it can be an essential resource in preventing the spread of illness and saving lives in Mono County.

Assembly Member Levine

Page 2 of 2

August 11, 2020

We feel strongly that the decision whether to deploy enforcement officers as part of a jurisdiction's contract tracing efforts should remain with the counties, cities and towns so affected. Accordingly, we are compelled to strongly oppose AB 660 as written and encourage your withdrawal of this bill that compromises the health and safety of communities like ours.

Respectfully,

Hon. Stacy Corless

Chair

Mono County Board of Supervisors

CC: Senator Andreas Borgeas
Assembly Member Frank Bigelow



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 11, 2020

TIME REQUIRED

SUBJECT Closed Session - Public Employment

**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 EVALUATIONS. Government Code section 54957. Title: (1) County Administrative Officer; (2) County Counsel.

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 |
|-------------------|------------------------------|----------|
| 8/6/2020 1:55 PM | County Administrative Office | Yes |
| 8/5/2020 10:04 AM | County Counsel | Yes |
| 8/6/2020 3:31 PM | Finance | Yes |



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 11, 2020

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: Christian Milovich; Stacey Simon

PHONE/EMAIL: 760-920-0851 / cmilovich@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

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| |
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History

| Time | Who | Approval |
|------------------|------------------------------|----------|
| 8/6/2020 1:54 PM | County Administrative Office | Yes |
| 8/6/2020 8:32 PM | County Counsel | Yes |
| 8/6/2020 3:31 PM | Finance | Yes |



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 11, 2020

Departments: CAO, Finance

TIME REQUIRED

SUBJECT Budget Workshop - Capital Project
Budgets

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robert Lawton, Janet Dutcher, Megan
Mahaffey

AGENDA DESCRIPTION:

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

Budget workshop for fiscal year 2020-2021. This is the second day of a three day workshop. **Please note all times on the attached schedule are estimates.**

Today's workshop covers the Capital Projects budgets.

To view the budget schedules and other budgetary related information, please visit the following link:

[2020-2021 Recommended Budget for Adoption](#)

RECOMMENDED ACTION:

Continue the budget workshop. Provide Board input and direction. Continue the budget workshop to August 13.

FISCAL IMPACT:

There is no fiscal impact as the result of this workshop.

CONTACT NAME: Janet Dutcher

PHONE/EMAIL: 916-798-8394 / jdutcher@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff report](#)

[Non-GF Summary](#)

[Workshop Schedule - all times are estimates](#)

History

| Time | Who | Approval |
|------------------|------------------------------|-----------------|
| 8/6/2020 1:54 PM | County Administrative Office | Yes |
| 8/5/2020 9:51 AM | County Counsel | Yes |
| 8/6/2020 3:31 PM | Finance | Yes |



DEPARTMENT OF FINANCE

AUDITOR-CONTROLLER

COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

Gerald Frank
Assistant Finance Director
Treasurer-Tax Collector

To: Board of Supervisors

From: Janet Dutcher, Finance Director
Robert Lawton, CAO

Date: August 10, 11, and 13, 2020

Re: Fiscal Year 2020-21 Budget Workshop

Recommended Action:

1. Hold budget workshops on August 10, 11, and 13, 2020 to receive presentations from Departments and the Budget Team on the Fiscal Year 2020-21 Recommended Budget;
2. Provide direction, if any, about items to be addressed or included in the County's Recommended Budget, scheduled for release on Friday, August 28th; and
3. Direct staff to schedule the FY 2020-21 Budget Hearings for 1pm on Tuesday, September 8, 2020.

Importance of the Annual County Budget

The most crucial policy setting action the Mono County Board of Supervisors performs every year is the adoption of our annual budget. Budget planning takes six or more months, requiring collaboration from all 17 departments to work together with the County's budget team and the Board in proposing an integrated spending plan that delivers public services over the next twelve months. Through this process, we first estimate taxpayer resources available for appropriation, which should set the limit for paying for required and discretionary expenditures that support delivering these public services. The budget communicates to Mono County citizens our priorities for meeting their needs because the County's business is to provide public services. It focuses all our efforts and ultimately drives employee behavior and decision making.

"Nothing is more effective than the rules and results of the budget. Nothing."¹

We are reminded of this as we set the context about how important the work we are about to embark upon over the next several days is concerning the size and content of the County's recommended budget for fiscal year 2020-21.

Fiscal Resiliency Reminder

Your Board set fiscal resiliency as a strategic focus area and priority. Adopting a structurally balanced budget where recurring expenditures are fully paid for with recurring revenues with no

¹ Klein, A. (2019). *City on the Line: How Baltimore Transformed It's Budget to Beat the Great Recession and Deliver Outcomes*. Lanham, MD: Rowman & Littlefield.

reliance on carryover balances is a critical step towards achieving this goal, as well as continuing to build our reserve balances. We are again reminded that this takes patience and a commitment to stay disciplined. It takes discipline to make tough decisions, and strength to say something like, “that’s a great proposal, but not now.”

At last year’s workshop, County leadership emphasized how having a strong fiscal foundation enables the County to spring back, adapt and grow when the next recession hits. News Flash! The next recession officially arrived in July 2020 as the U.S. Commerce Department announced second quarter 2020 GDP fell an historic 32.9%. The next recession is here, abruptly sooner than anticipated. While the recommended budget we present to your Board today is not indicative of resiliency, it does preserve core county services with no negative impact on the County’s workforce and no depletion of existing reserve balances except General Fund carryover balance.

The Objective of the Budget Workshop

This budget workshop is an opportunity to review and discuss each department’s recommended budget for fiscal year 2020-21. This budget characterizes revenue losses caused by the COVID-19 pandemic measures. In response, only one new position is proposed – Recreational Coordinator – paid for with dedicated funding. Hiring decisions are delayed where possible to achieve one-time budget savings. And every single department found ways to reduce, and often delay, non-critical services and supply spending. These budget balancing measures will cause departments concern about continuity of important public services beyond the immediate budget year. One suggestion is focusing your questions and comments upon those significant issues raised by each department. Department Heads will begin their time by discussing changes to their budgets, significant issues and concerns impacting operations, and key unmet needs. The balance of time is set-aside for dialog between Board members and Department personnel.

Departments are scheduled as summarized below:

| Monday, August 10 | Tuesday, August 11 | Thursday, August 13 |
|--|------------------------------|---|
| Finance Assessor County Counsel Community Development Social Services Behavioral Health | Capital Improvement Projects | Sheriff District Attorney Probation Emergency Medical Services Economic Development Public Works Public Health Clerk-Recorder Information Technology CAO |

Over the past two months, the CAO and the budget team met individually with every department, all working together to propose a budget that fits within our available spending resources and without spending down our explicit reserve balances, which at this time total nearly \$5.4 million. This recommended budget demonstrates everyone’s commitment to these objectives despite the sudden onset of the recession. It presents a spending plan that preserves county services without negatively impacting our workforce. This is despite the loss of at least \$3 million in countywide recurring operating revenues. We primarily accomplish this by being more precise at estimating services and supplies, continuing preciseness in modeling workforce costs, and by delaying certain non-essential expenditures until subsequent recovery years. One consequence arising from budgeting with greater precision is a greater need and frequency of

accessing expenditure contingencies. This recommended budget includes a GF contingency budget of \$539,924, which is an increase of \$140,000 over the previous year contingency budget and exceeds the policy minimum by the same amount.

The information collected over these several days will inform the CAO and the budget team about finalizing the recommended budget for adoption.

Available General Fund Carryover Balance for Spending in FY 2020-21

One important outcome of this year’s budget process is achieving a General Fund operating budget deficit of no more than \$2,423,178, the amount conservatively projected as available for spending in our GF carryover balance. Accounting work to close the FY 2019-20 fiscal records by recording all receivables and payables is incomplete currently. We previously estimated GF carryover balance available for spending at \$2,423,178, comprised of the following:

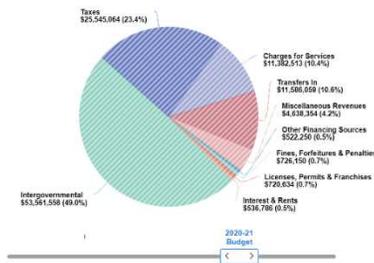
| | |
|--|--------------------|
| FUND BALANCE AT BEGINNING OF YEAR (JULY 1, 2019) | \$6,481,000 |
| NOT AVAILABLE FOR SPENDING | |
| Advances to Solid Waste fund | (369,000) |
| CDBG/HOME loans | (887,000) |
| Prepays and inventory | (72,000) |
| Jail Project – Local Match | (810,000) |
| FY 2019-20 FORECASTED SURPLUS (DEFICIT) | (1,919,000) |
| AVAILABLE FOR SPENDING IN FY 2020-21 | \$2,424,000 |

Of course, the County may benefit from a FY 2019-20 actual deficit (or surplus) which is less than shown above and resulting in a higher carryover balance into this next fiscal year budget, but we cannot comfortably predict this at this time. Any differential could be used to augment County reserve balances later or fund one-time spending initiatives such as investing in our radio infrastructure.

The two pie charts below illustrate the countywide recommended budget, as proposed.

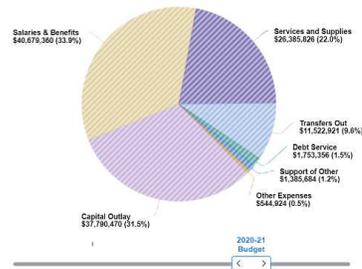
2020-21 County-wide Recommended Budget

Revenues by Type
Visualization



2020-21 County-wide Recommended Budget

Expenditures by Object Type
Visualization



Overview of the GF Recommended Budget

The current recommended General Fund budget, excluding the transfer of carryover balance to the Jail Facility Capital Project fund, is balanced to this target as shown below:

| | FY 2019-20 AMENDED BUDGET | FY 2020-21 BASE BUDGET | FY 2020-21 RECOMMENDED BUDGET |
|---------------------------------|---------------------------------|------------------------------|-------------------------------------|
| RECURRING REVENUES | | | |
| Taxes | 25,989,600 | 24,643,944 | 25,120,944 |
| Intergovernmental | 4,564,523 | 4,330,318 | 4,304,195 |
| Charges for Services | 4,743,654 | 5,204,570 | 5,728,433 |
| Transfers in | 884,334 | 855,390 | 952,940 |
| Fines, Forfeitures & Penalties | 830,209 | 683,150 | 683,150 |
| All other Revenues | 742,577 | 606,492 | 629,831 |
| TOTAL RECURRING REVENUES | \$37,754,897 | \$36,323,864 | \$37,419,493 |
| RECURRING SPENDING | | | |
| Salaries and other compensation | 15,987,939 | 16,399,019 | 16,980,656 |
| Benefits | 10,104,290 | 10,397,793 | 10,139,663 |
| Services and supplies | 10,980,676 | 9,993,331 | 10,077,342 |
| Support of others | 356,735 | 318,779 | 334,039 |
| Other expenses | 227,095 | 383,239 | 539,924 |
| Transfers out | 1,537,082 | 1,245,765 | 1,226,046 |
| TOTAL RECURRING SPENDING | \$39,193,817 | \$38,737,926 | \$39,297,670 |
| OPERATING DEFICIT | \$(1,438,920) | \$(2,414,062) | \$(1,878,177) |
| NON-RECURRING SPENDING | | | |
| Capital outlay | (239,116) | (9,116) | (150,000) |
| CARB | (730,600) | -- | (395,000) |
| Payoff debt obligation | (161,693) | -- | -- |
| First Five visit program | (150,000) | -- | -- |
| Mammoth Lakes FSC | (30,425) | -- | -- |
| Transfer jail matching funds | -- | -- | (707,137) |
| Transfer to reserves | (543,000) | -- | -- |
| DEFICIT | \$(3,293,754) | \$(2,423,178) | \$(3,130,314) |

General Fund Budget Analysis

Revenues

Property taxes are projected to increase by \$502,000 and charges for services by \$985,000, for a combined total of \$1,478,000 of new revenue to offset increased operational spending.

However, revenue losses are projected at a combined \$1,947,000, making this one of the most challenging budgets in many years. While revenues are stagnant, spending continues to climb.

Changes in significant revenue categories are summarized in the table below.

| SIGNIFICANT REVENUE CATEGORY | BUDGETARY IMPACT |
|---|--|
| Current secured, unsecured and unitary property tax revenues (excludes delinquencies) | Increased 2.65% to produce \$502,000 of new revenues. The assessed rolls are 4.6% to 15% higher but offset by expectations that delinquency rates will increase. |
| Transient occupancy taxes (excluding the amount allocated to tourism) | Decrease of \$1,462,480, or 44.2% of the prior year budget, is equal to a loss of near 4% of all GF revenues. There is no data available to accurately measure the pandemic's impact on TOT revenues. The first two quarters are estimated at 30% and 60%, respectively, with the remaining two quarters at historical averages excluding this past fiscal year. |
| Bradley-Burns local sales tax (1%) | Projecting revenue dropping by \$143,158, or 20.7% of |

| SIGNIFICANT REVENUE CATEGORY | BUDGETARY IMPACT |
|--|--|
| | last year's sales tax budget. Excludes point of sale transactions within the jurisdictional town limits. |
| Proposition 142 public safety dedicated revenues | This year's estimate is \$195,000, or 13.1%, less than the prior year. |
| Excess ERAF | County policy is to budget \$500,000 of this revenue to fund operations with excess amounts being directed towards reserves. The budget was increased \$150,000 purposefully to pay for hiring a consultant to prepare a multi-year financial projection and conduct a county-wide fee study |
| Charges for services | Projected at \$984,779, or 20.7%. Of this amount, \$661,176 is additional A87 reimbursement. Another \$250,000 is from ambulance fees resulting from both new fees and anticipated fee increases. The remainder is primarily the increase in property tax administrative fees. |
| Court fines and penalties, vehicle code fines | We project a loss of \$146,000, or 17.7%, of this type of revenue. |

Expenditures

GF total spending has been held to an insignificant change of \$103,853, or 0.26%, over spending levels in FY 2019-20. Salary and benefit spending are higher by \$992,717, but departments were successful in finding savings of \$903,334 in their services and supply budget line items. Yet, this budget includes some discretionary spending one might expect would be eliminated during a recessionary year, such as nearly \$104,000 for fish enhancement spending and \$44,000 to continue financially supporting local community organizations.

Changes in significant expenditure objects are summarized in the next table.

| SIGNIFICANT EXPENDITURE OBJECTS | BUDGETARY IMPACTS |
|---------------------------------|--|
| Salaries | Salaries are higher by \$993,000, or 6.2%. A portion of the increase is from promised COLAs, which have been preserved in the budget thus far. Last year, there were 17 vacant positions in the GF. This year, there are only 9 positions being recruited for a total cost of \$930,532. Budget savings of \$188,192 was achieved by including the anticipated date of hire subsequent to July 1 into the workforce costing model. |
| Benefits | Increase of only \$34,743. The higher pension cost of about \$425,000 is offset by discontinuing pre-funding of retiree medical and lower health care spending. |
| Facility | Significantly higher, by \$403,485, or twice the prior year, because of the move into the Civic Center and the change in calculating the rent apportioned to residing departments. |
| Supplies | Spending reduced by \$26,691, with attempts to budget closer to actual historical spending in this category. |
| Insurance | Budget is stable with a less than ½% increase over the prior year budget. |
| Training | First spending category to be reduced. This year's training budget is reduced by 1/3rds. This is not sustainable post-COVID 19 if the Board's strategic goal is to maintain a superior workforce. |

What is included in the GF Recommended Budget?

- EMS expansion in the Tri-Valley region at \$252,000.
- Funding for all positions with recruitment efforts underway.
- An appropriation of \$150,000 for hiring a consultant firm(s) to prepare multi-year fiscal projections and conduct a countywide fee study.
- Minimum maintenance of effort contributions for SB1, Social Services, and Behavioral Health.
- Contribution of \$395,000 towards the replacement of heavy equipment/vehicles under CARB regulations.
- Transfer of \$707,137 from General Fund carryover to the Criminal Justice Facility Capital Projects fund (new jail). With this transfer, the County has accumulated the \$1,494,000 required local match to receive SB 844 \$25,000,000 bond proceeds.
- Continues same level of community grant funding of \$44,000.
- Continues same level of fish enhancement funding of \$103,737.
- Distribution of \$150,000 of proposition 47 public safety funding to our first responder agencies.

What is not included in this GF Recommended Budget?

- Continued non-funding of two Deputy Sheriff Officer and two Public Safety Officer in the Sheriff Department, and seven other positions which Department's have offered to remove from the Position Allocation List.

- A late request came in from Mono County First Five for \$107,573 to continue their home visiting program and this request was not included in the recommended budget
- Funding above the base line amount of \$150,000 to pay for upgrades to our Radio Infrastructure system. Capital improvements of \$150,000 is included in the recommended budget for the Radio budget.
- Any appropriation for the Air Subsidy. Last year, \$35,000 was approved.
- Contributions to reserves.

Overview of Non-GF Recommended Budgets

Instructions to departments funded primarily with federal and state resources and not the County's GF were not as draconian as required from GF departments. These departments were advised to budget within the allocated budgets given to them from their federal and state partners with a responsible approach to spending down any carryover balances.

A summary of key Non-GF recommended budgets is attached and is organized by responsible departments.

What is included in non-GF Recommended Budgets?

- Hiring a housing manager or director funded partially with the Whole Persons Care Grant but ultimately will be a GF obligation when funding runs out unless other grant resources are identified. The local rental subsidy program of \$155,000 is also included, also funded with the Whole Persons Care grant.
- Collection of Civic Center rents from departments residing in the Civic Center and appropriations of \$1,266,675 to make our first year of debt service on the 2019 Civic Center Certificates of Participation obligation.
- CARES Act funding of \$1,373,000, less the amount estimated to reimburse the County for eligible costs incurred for COVID-19 activities from March 1 to June 30, 2020. CARES Act funding is prioritized to cover salaries and benefits for personnel who meet the eligibility criteria, additional cleaning services to meet new sanitizing standards, and other COVID-19 driven purchases of supplies and services.
- Continued funding of the EOC operations funded with 75% FEMA revenues with the other 25% paid for with a transfer from general reserve.
- Home grant award of \$500,000 for loan gap financing and rent subsidies.
- Continued spending of our CDBG award for childcare services provided through our partnership with First Five Commission and the Mono County Office of Education.
- The technical grant request of \$200,000 from the CDBG program is included to facilitate quickly mobilizing efforts on the grant once awarded. No spending will occur until a successful award letter is received.
- Moving Environment Health activities to a separate fund for better transparency and accurate tracking of costs associated with this activity.
- The Public Health budget includes three COVID-19 special funding aggregating to \$677,728 to be used to defray public health spending in responding to COVID-19 emergency.
- Hiring a new position, the permanent recreation coordinator. In accordance with our MOU, the County will receive partial reimbursement from the Town of Mammoth Lakes

with the remainder of the funding come from geothermal royalties. Additional spending of \$28,634 is included to pay for miscellaneous recreational projects.

- Replacement of vehicles costing \$1,364,000 paid with previously collected capital charges from participating departments (users).
- Road fund budget deficit is reduced from \$122,000 in the previous year down to \$50,000, with no additional subsidy from the GF except for the SB1 required MOE contribution.
- Created a separate budget unit for tracking the cost of Public Guardian services managed by Social Services.
- Senior Center received extra one-time funding from IMAACA, which reduces the subsidy from the GF.
- Construction of a shade structure at the Whitmore Animal Shelter, paid for with donations.
- Complete funding of the new jail facility to be paid for with SB 844 bond proceeds, criminal facilities construction trust fund monies, CCP contributions and GF contributions.
- Close out of the remaining unspent bond proceeds estimated at \$212,275 and transfer of this amount to the debt service fund.

Concluding Comments

This COVID-19 pandemic illustrates how important the work to adopt a structurally balance budget and reach a target GF reserve balance of \$10 million (25% of annual GF spending) is towards being prepared and resilient in the face of economic downturns. Despite significant revenue losses, the recommended budget presented here preserves core services and the workforce without spending down reserve balances. One concern is the number of budget reducing strategies while resolving the immediate budget gap presents a challenge in future years when these strategies are not sustainable or repeatable with the same results. These strategies are “near term treatments” and may not fully and holistically solve structural budget imbalances for the long-term.

One bright aspect of this year’s budget efforts is arriving at a structural budget deficit for the GF of \$1,878,177, and how possible it is to achieve a structural balance during recovery years with a combination of revenue enhancements and expenditure reductions, especially through cross-cutting efficiency efforts.

Fiscal Impact

| By Fund Type | Revenues | Expense | Net |
|------------------------|-----------------------|-----------------------|------------------------|
| General Fund | \$ 37,419,493 | \$ 40,549,807 | \$ (3,130,314) |
| GF Separate Funds | 1,256,890 | 1,136,095 | 120,795 |
| Special Revenue Funds | 35,023,413 | 41,271,449 | (6,248,036) |
| Capital Project Funds | 25,860,137 | 26,886,275 | (1,026,138) |
| Debt Service Funds | 1,917,694 | 1,433,121 | 484,573 |
| Enterprise Funds | 3,384,075 | 3,664,853 | (280,778) |
| Internal Service Funds | 4,357,665 | 5,120,942 | (763,277) |
| | <u>\$ 109,219,367</u> | <u>\$ 120,062,542</u> | <u>\$ (10,843,175)</u> |

Non-GF Selected Recommended Budgets

| DEPARTMENT | FUND/BUDGET UNIT | REVENUES | EXPENDITURES | NET |
|------------------------|-------------------------------------|------------|--------------|-------------|
| Administration | Insurance ISF | 2,219,293 | 2,322,463 | (103,170) |
| Administration | Workforce Development | 60,000 | 130,000 | (70,000) |
| Administration | Affordable Housing | - | 349,038 | (349,038) |
| Finance | Debt Service Fund | 1,917,694 | 1,433,121 | 484,573 |
| Finance | Disaster Assistance | 1,642,972 | 1,642,972 | - |
| Finance | CSA #1 | 190,340 | 88,825 | 101,515 |
| Finance | CSA #2 | 1,000 | 63,700 | (62,700) |
| Finance | CSA #5 | 51,420 | 487,000 | (435,580) |
| BHS | Behavioral Counseling | 1,064,943 | 1,027,856 | 37,087 |
| BHS | Alcohol & Drug | 987,181 | 1,093,670 | (106,489) |
| BHS | MHSA | 1,793,242 | 4,210,395 | (2,417,153) |
| Community Development | CDBG/Home Grants | 900,000 | 900,000 | - |
| Community Development | CDD Grants | 138,414 | 138,414 | - |
| District Attorney | DA Grant Programs | 125,000 | 147,500 | (22,500) |
| District Attorney | DA Diversion Program | 7,000 | 7,000 | - |
| Economic Development | Tourism | 207,000 | 272,000 | (65,000) |
| Economic Development | Community Support | 44,000 | 63,589 | (19,589) |
| Economic Development | Fish Enhancement | 103,737 | 103,737 | - |
| Economic Development | Fish & Game Propagation | 7,600 | 64,000 | (56,400) |
| Information Technology | Tech Refresh ISF | 418,040 | 558,013 | (139,973) |
| Probation | Community Corrections Partnership | 619,054 | 614,470 | 4,584 |
| Probation | Youth Offender Block Grant | 100,680 | 100,680 | - |
| Probation | SB 678 | 237,647 | 237,647 | - |
| Probation | Drug Court Grant | 125,000 | 125,000 | - |
| Public Health | Public Health | 2,531,193 | 2,910,811 | (379,618) |
| Public Health | Education (tobacco) | 343,524 | 335,201 | 8,323 |
| Public Health | Bio-terrorism | 345,134 | 345,667 | (533) |
| Public Health | Environmental Health | 1,055,205 | 1,059,555 | (4,350) |
| Public Works | Airports | 27,700 | 44,022 | (16,322) |
| Public Works | Cemeteries | 3,675 | 12,175 | (8,500) |
| Public Works | Solid Waste | 3,322,000 | 3,577,306 | (255,306) |
| Public Works | Campgrounds | 30,700 | 31,350 | (650) |
| Public Works | State & Federal Construction Funds | 5,369,770 | 7,369,770 | (2,000,000) |
| Public Works | Conway Ranch | 104,683 | 104,683 | - |
| Public Works | Geothermal Royalties | 188,000 | 188,000 | - |
| Public Works | Motor Pool ISF | 1,602,312 | 2,122,491 | (520,179) |
| Public Works | Road Fund | 3,983,342 | 4,033,014 | (49,672) |
| Public Works | Zones of Benefit | 120,250 | 64,400 | 55,850 |
| Sheriff | Off-Highway Vehicle | 64,554 | 64,554 | - |
| Sheriff | Homeland Security grant | 88,712 | 88,712 | - |
| Sheriff | Medication Assisted Treatment grant | 700 | 91,925 | (91,225) |
| Social Services | Social Services | 5,769,016 | 5,045,465 | 723,551 |
| Social Services | Aid Program | - | 710,856 | (710,856) |
| Social Services | General Relief | 15,000 | 15,000 | - |
| Social Services | Children's Trust | 30,000 | 30,000 | - |
| Social Services | Foster Care | 50,000 | 87,529 | (37,529) |
| Social Services | Workforce Investment Act | 114,956 | 114,956 | - |
| Social Services | Senior Program | 372,493 | 372,493 | - |
| Social Services | Public Guardian | 83,443 | 83,443 | - |
| Capital Projects | Capital Improvement Fund | 26,000 | 11,000 | 15,000 |
| Capital Projects | Criminal Justice Facility | 25,834,137 | 26,494,000 | (659,863) |
| Capital Projects | Civic Center Facility | - | 231,275 | (231,275) |

All times are estimates and not a fixed time to appear

Budget Workshop - FY 2020-21

Monday, August 10, 2020

(via ZOOM)

| TIME SLOT | DEPARTMENT | BUDGET UNIT(S) | MINUTES |
|-------------|----------------------------|---|---------|
| 1:10 – 1:40 | Finance | Overview | 30 |
| 1:40 – 2:10 | Finance | Finance Department Copier Pool Debt Service Fund HOME/CDBG Grants GF Transfers & Contributions General Revenues Cannabis Tax Fund Economic Stabilization General Reserve Contingency | 30 |
| 2:15 – 2:35 | Assessor | Assessor | 20 |
| 2:40 – 3:00 | County Counsel | County Counsel Law Library | 20 |
| 3:00 – 3:20 | BREAK | | |
| 3:20 – 3:50 | Community Development | Transportation and Planning Building Inspector Code Enforcement Housing Programs Planning Commission Community Development Grants | 30 |
| 4:00 – 4:30 | Social Services | Social Services Aid Programs General Relief County Children’s Trust Fund Senior Services Foster Care (Continuum of Care) Employers’ Training Resources Public Guardian | 30 |
| 4:30 – 5:00 | Behavioral Health Services | Behavioral Services Alcohol and Drug Mental Health Services Act | 30 |
| 5:00 – 5:30 | CAO | End of the Day Wrap-up | |

Budget Workshop - FY 2020-21

Tuesday, August 11, 2020

At BOS Regular Meeting

(via ZOOM)

| TIME SLOT | DEPARTMENT | BUDGET UNIT(S) | MINUTES |
|--------------------|--------------------------------|---|---------|
| TBD (afternoon) | CAO Public Works Finance | State & Federal Road Improvements Capital Improvement Projects Jail Facility Construction Project Civic Center Project | 60 |

Budget Workshop - FY 2020-21

Thursday, August 13, 2020

(via ZOOM)

| TIME SLOT | DEPARTMENT | BUDGET UNIT(S) | MINUTES |
|---------------|--|--|---------|
| 9:10 – 9:40 | Sheriff | Sheriff Jail Court Security Boating Safety Search and Rescue Off-Highway Vehicle Fund Homeland Security Grant Medication Assisted Treatment (MAT) | 30 |
| 9:45 – 9:55 | District Attorney | District Attorney Public Administrator Victim Witness GF Grants (CalMMet) DA Diversion Program | 20 |
| 10:00 – 10:20 | Probation | Adult Probation Juvenile Probation Community Corrections Partnership Drug Court Grant | 20 |
| 10:20 – 10:40 | BREAK | | |
| 10:40 – 11:00 | EMS | Paramedics | 20 |
| 11:00 – 11:30 | Economic Development | Economic Development Fish Enhancement Tourism Community Support Grants Fish & Game Fine Fund | 30 |
| 11:30 – 12:50 | Public Works | Campgrounds Cemeteries Solid Waste Zones of Benefit Facilities Conway Geothermal Royalties (Recreation) Motor Pool Roads Public Works / Engineering Airports | 75 |
| 12:50 – 1:10 | BREAK | | |
| 1:10 – 2:15 | Public Health | Public Health Environmental Health Tobacco Bioterrorism | 45 |
| 2:15 – 2:35 | Clerk - Recorder | Board of Supervisors Clerk Recorder Elections | 20 |
| 2:40 – 3:10 | Information Technology (break after IT) | Information Technology Radio Communications Tech Refresh | 30 |

| TIME SLOT | DEPARTMENT | BUDGET UNIT(S) | MINUTES |
|------------------|------------------------------------|---|----------------|
| 3:10 – 3:40 | County Administrative Office | Administration Insurance Workforce Development Affordable Housing Public Defender Grand Jury Veterans Services Farm Advisor Ag Commissioner | 30 |
| 3:40 – 4:00 | CAO | Workshop wrap-up | |