



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.

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

Regular Meeting July 17, 2018

TELECONFERENCE LOCATIONS:

1) Mono County Courthouse, 278 Main St., 2nd Floor Board Chambers, Bridgeport, CA 93517. 2) Twenty Mile House, 700 Old Cromberg Rd., Blairsden - Graegle, CA 96103.

Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

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).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **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

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

2. RECOGNITIONS

A. Proclamation Declaring July 15 - 21 Pretrial, Probation and Parole Week

Departments: Probation

10 minutes

(Karin Humiston) - Proclamation declaring the week of July 15 - 21, 2018 Pretrial, Probation and Parole week.

Recommended Action: Approve proclamation

Fiscal Impact: None

B. Presentation of Digital Counties Survey Award to Mono County Information Technology

Departments: Board of Supervisors; Information Technology

5 minutes

(Nate Greenberg) - The Digital Communities program is an initiative of the Center for Digital Government and Government Technology magazine and is especially designed to help local government IT leaders improve public service delivery through the efficient and effective use of information and communication technology. Mono County was presented with a 4th place award in the 'Up to 150,000 Population' category at the 2018 National Association of Counties conference on July 14, 2018. The recognition is tied to the work of the Information Technology Department and showing leadership in the adoption and utilization of technology across the organization.

Recommended Action: Present 4th place award in 'Counties up to 150,000 population' category to Mono County Information Technology.

Fiscal Impact: None.

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

4. DEPARTMENT/COMMISSION REPORTS

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. Contract between Mono County Behavioral Health and Anne Sippe Clinic

Departments: Behavioral Health

(Robin Roberts) - Proposed contract with Anne Sippe Clinic and Mono County Behavioral Health (MCBH) to provide Transitional Social Rehabilitation services to those under LPS Conservatorship by MCBH.

Recommended Action: Approve County entry into proposed contract and authorize Robin K. Roberts, MFT to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: No fiscal impact to the Mono County General Fund Mono County Behavioral Health has budgeted \$71,537.00 for the full extent of this contract for FY 18/19.

B. Housing Mitigation Ordinance Suspension

Departments: Community Development

Proposed ordinance amending Chapter 15.40.170 of the Mono County code extending the temporary suspension of all housing mitigation requirements.

Recommended Action: Adopt proposed ordinance ORD18-___, Amending Chapter 15.40.170 of the Mono County code extending the temporary suspension of all housing mitigation requirements.

Fiscal Impact: Minimal impact.

C. Proposed Ordinance Amending Mono County Code Chapter 7.92 Pertaining to the County's Smoking and Tobacco Policy

Departments: County Counsel

Pursuant to recent Board direction, staff is presenting proposed Ordinance No. Ord18-___, Amending Mono County Code Chapter 7.92 Pertaining to the County's Smoking and Tobacco Policy to Allow for the Sale of Certain Flavored Tobacco Products.

Recommended Action: Adopt proposed ordinance Ord18-___, Amending Mono County Code Chapter 7.92 Pertaining to the County's Smoking and Tobacco Policy to Allow for the Sale of Certain Flavored Tobacco Products.

Fiscal Impact: None.

D. Mental Health Plan Contract Amendment and 2017-2022 Mental Health Plan Contract

Departments: Behavioral Health

Proposed contract with Mono County Behavioral Health and the California Department of Health Care Services to provide services and programs in Mono County for the period of 2017-2022 and proposed amendment to prior contract.

Recommended Action: Approve County entry into proposed contract for 2017-

2022 and contract amendment to prior contract and authorize the Director of Behavioral Health to execute said contract and contract amendment on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: There is no fiscal impact to the Mono County General Fund. This contract allows Mono County Behavioral Health to receive funding through the Department of Health Care Services.

6. CORRESPONDENCE RECEIVED

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. Board of Supervisors Update Newsletter - May / June 2018

Newsletter of County-wide updates.

B. Agricultural Commissioner's Office Department Update July 2018

July 2018 department update from the Counties of Inyo and Mono Agricultural Commissioner's Office.

7. REGULAR AGENDA - MORNING

A. New Phone System

Departments: Information Technology

15 minutes (5 minute presentation; 10 minute discussion)

(Nate Greenberg) - Mono County has a need to replace three separate aging telephone systems which have all reached 'end-of-life'. Through an open and competitive process, Mono County Information Technology selected Zones, Inc. to design and deliver a Cisco Unified Communications System for the organization. This will deliver new phones and necessary supporting infrastructure to all County facilities and provide staff with a modern and streamlined communication system to perform their daily operations.

Recommended Action: 1. Approve, and authorize the County Administrative Officer to sign, a Master Product and Services Agreement with Zones, Inc. for the delivery of a new Cisco Unified Communications System. 2. Approve, and authorize the County Administrative Officer to sign, a five-year lease-purchase agreement with De Lage Landen Public Finance LLC, for the System and maintenance services. 3. Approve, and authorize the County Administrative Officer to sign, Scope of Work letter and Purchase Order for the equipment, licenses and services.

Fiscal Impact: The total five-year project cost is \$279,761.55, with five (5) annual payments of \$55,952.31. The purchase price of the equipment is \$189,810. Maintenance contract is \$89,952 (for 5 years). Interest costs are \$0.

B. Home Investment Partnerships Program - HOME Grant Application

Departments: Finance

15 minutes

(Megan Mahaffey, Patricia Robertson) - The 2018 Home Investment Partnership Program (HOME) Notice of Funding Availability (NOFA) was released in June with \$72 million in funds. Staff recommends partnering with Mammoth Lakes Housing on an application for the Mono County First Time Homebuyer Program in amount of \$500,000.

Recommended Action: Approve Resolution R18-___, Authorizing the submittal of an application for funding under the Home Investment Partnerships Program (HOME) and if selected the execution of a Standard Agreement and amendments thereto and of any related documents necessary to participate in the HOME Investment Partnerships Program to fund the Mono County First Time Homebuyer Program.

Fiscal Impact: Potential funding for First Time Homebuyer Program.

C. Mono County and Town of Mammoth Lakes Draft Multi-Jurisdictional Hazard Mitigation Plan

Departments: Community Development

45 minutes

(Wendy Sugimura, Della Acosta) - Presentation of the Draft Multi-Jurisdictional Local Hazard Mitigation Plan for information and public feedback.

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

Fiscal Impact: None. Consultant and staff costs for plan preparation are funded by a state grant.

D. Reimbursement of Election Costs

Departments: Clerk-Recorder

15 minutes (5 minute presentation; 10 minute discussion)

(Shannon Kendall) - Invoices for Town of Mammoth Lakes, Mammoth Unified School District and Mammoth Lakes Fire Protection District for partial reimbursement of races/measures on the June 5, 2018 ballot.

Recommended Action: Approve invoices to the Town of Mammoth Lakes, the Mammoth Unified School District and the Mammoth Lakes Fire Protection District as prepared by the Elections Official.

Fiscal Impact: Expense reimbursements in the amount of \$7,360.40 will be coming back to the County.

E. Resolution of Support for the Veterans Affordable Housing Act of 2018

Departments: CAO

10 minutes

(Leslie Chapman) - Proposed resolution Supporting the Veterans and Affordable Housing Act of 2018.

Recommended Action: Approve resolution R18-____, Supporting the Veterans and Affordable Housing Act of 2018, as presented or amended.

Fiscal Impact: None.

F. Upper Summers Meadow Road Bridge Guardrail Installation

Departments: Public Works

20 minutes

(Paul Roten) - This work will complete the Upper Summers Meadow Road Bridge installation.

Recommended Action: Approve bid package, including the project manual and project plans, for the Upper Summers Meadow Road Bridge Guardrail Installation. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid. Provide any desired direction to staff.

Fiscal Impact: Anticipated cost of this item is \$45,000, which was included in the FY 2018-19 adopted budget for the Disaster Assistance Fund. It is funded with a combination of California Disaster Assistance Act reimbursement, Local Transportation Regional Surface Transportation Program funds and carryover funding from the Round Fire event.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

9. CLOSED SESSION

A. Closed Session - Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, Dave Butters, Janet Dutcher, and Anne Larsen. 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), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

B. 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: Two.

10. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 17, 2018

Departments: Probation

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Karin Humiston

SUBJECT Proclamation Declaring July 15 - 21
Pretrial, Probation and Parole Week

AGENDA DESCRIPTION:

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

Proclamation declaring the week of July 15 - 21, 2018 Pretrial, Probation and Parole week.

RECOMMENDED ACTION:

Approve proclamation

FISCAL IMPACT:

None

CONTACT NAME: Karin Humiston

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Proclamation

History

Time	Who	Approval
7/11/2018 9:04 PM	County Administrative Office	Yes
7/12/2018 12:52 AM	County Counsel	Yes
7/12/2018 4:51 AM	Finance	Yes



MAILING : P.O. BOX 596, BRIDGEPORT, CALIFORNIA 93517
BRIDGEPORT OFFICE (760) 932-5570 • FAX (760) 932-5571
MAMMOTH OFFICE (760) 924-1730 • FAX (760) 924-1731

probation@mono.ca.gov

Mark Magit
Presiding Judge
Superior Court

Dr. Karin Humiston
Chief Probation Officer

TO: Honorable Board of Supervisors
FROM: K.S. Humiston
SUBJECT: National Pretrial, Probation and Parole Week

RECOMMENDATION

Approve the Proclamation recognizing National Pretrial, Probation and Parole Week from July 15, 2018 to July 21, 2018.

DISCUSSION

National Pretrial, Probation and Parole Week will be celebrated throughout the United States and Canada. This year, this week becomes meaningful for Mono Probation because probation officers oversee supervision in pretrial services, a new program for the Superior Court and probation and parole services because of realignment in California.

FISCAL IMPACT

None to the General Fund.

**PROCLAMATION of the MONO COUNTY
BOARD OF SUPERVISORS DECLARING JULY 15-21, 2018,
AS PRETRIAL, PROBATION AND PAROLE WEEK**

WHEREAS, community corrections is an essential part of the justice system; and

WHEREAS, community corrections professionals uphold the law with dignity, while recognizing the right of the public to be safe-guarded from criminal activity; and

WHEREAS, community corrections professionals are responsible for supervising adult and juvenile offenders in the community; and

WHEREAS, community corrections professionals are trained professionals who provide services and referrals for offenders; and

WHEREAS, community corrections professionals work in partnership with community agencies and groups; and

WHEREAS, community corrections professionals promote prevention, intervention and advocacy; and

WHEREAS, community corrections professionals provide services, support, and protection for victims; and

WHEREAS, community corrections professionals advocate community, evidence-based practices and restorative justice; and

WHEREAS, community corrections professionals are a force for positive change in their communities.

NOW, THEREFORE, the Mono County Board of Supervisors proclaims the week of July 15-21, 2018, PRETRIAL, PROBATION and PAROLE WEEK. APPROVED AND ADOPTED this 17th day of July, 2018, by the Mono County Board of Supervisors.

Jennifer Halferty, Supervisor District 1

Fred Stump, Supervisor District 2

Bob Gardner, Supervisor District 3

John Peters, Supervisor District 4

Stacy Corless, Supervisor District 5



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 17, 2018

Departments: Board of Supervisors; Information Technology

TIME REQUIRED 5 minutes

PERSONS Nate Greenberg

SUBJECT Presentation of Digital Counties
Survey Award to Mono County
Information Technology

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Digital Communities program is an initiative of the Center for Digital Government and Government Technology magazine and is especially designed to help local government IT leaders improve public service delivery through the efficient and effective use of information and communication technology. Mono County was presented with a 4th place award in the 'Up to 150,000 Population' category at the 2018 National Association of Counties conference on July 14, 2018. The recognition is tied to the work of the Information Technology Department and showing leadership in the adoption and utilization of technology across the organization.

RECOMMENDED ACTION:

Present 4th place award in 'Counties up to 150,000 population' category to Mono County Information Technology.

FISCAL IMPACT:

None.

CONTACT NAME: Nate Greenberg

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time

Who

Approval

7/11/2018 11:04 AM	County Administrative Office	Yes
7/9/2018 8:57 AM	County Counsel	Yes
7/10/2018 5:00 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 17, 2018

Departments: Behavioral Health

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robin Roberts

SUBJECT Contract between Mono County
Behavioral Health and Anne Sippe
Clinic

AGENDA DESCRIPTION:

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

Proposed contract with Anne Sippe Clinic and Mono County Behavioral Health (MCBH) to provide Transitional Social Rehabilitation services to those under LPS Conservatorship by MCBH.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize Robin K. Roberts, MFT to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

No fiscal impact to the Mono County General Fund Mono County Behavioral Health has budgeted \$71,537.00 for the full extent of this contract for FY 18/19.

CONTACT NAME: Robin Roberts

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report Anne Sippe Contract
Anne Sippe Clinic Contract

History

Time	Who	Approval
7/11/2018 10:33 AM	County Administrative Office	Yes

7/9/2018 2:36 PM

County Counsel

Yes

7/10/2018 5:00 PM

Finance

Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

June 29, 2018

To: Mono County Board of Supervisors
From: Robin K. Roberts, MFT, Director Behavioral Health Department

SUBJECT:

Approve contract between Anne Sippe Clinic Treatment Group, Inc. and Mono County Behavioral Health.

DISCUSSION:

Anne Sippe Clinic Treatment Group, Inc. has, in the past, provided intensive treatment for Mono County Residents who are conserved by Mono County Behavioral Health. This contract allows us to continue our agreement with them to provide residence and treatment to one current Mono County resident who is under Conservatorship with Mono County and, should we need it in the future, bed space for any new Conservatee.

FISCAL IMPACT:

There is no fiscal impact to the Mono County General Fund

This contract has a maximum amount of \$71,573.00 for Fiscal Year 2018/2019.

CONTACT:

Robin Roberts, MFT
760-924-1740

**AGREEMENT BETWEEN COUNTY OF MONO
AND ANNE SIPPE CLINIC TREATMENT GROUP
FOR THE PROVISION OF TRANSITIONAL SOCIAL REHABILITATION SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the Transitional Social Rehabilitation services of Anne Sippe Clinic Treatment Group, of Bakersfield (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

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

Services and work provided by the Contractor at the 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 June 1, 2018, to June 30, 2019, 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 the 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 the County to Contractor for services and work performed under this Agreement shall not exceed \$71,537.00, or \$~~Click~~ here to enter text. in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to the County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at the 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 the 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, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the 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 the 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 the 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

The 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 the 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 remain, the sole and exclusive property of the 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 \$1 million (\$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 the County 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 hereunder and the results of that work 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 \$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 \$300,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence/ \$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 \$1,000,000.00 per claim or occurrence/ \$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 policy(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 the County of Mono, 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 the County.

C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono 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.

D. 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 the 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, the County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of the 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, 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 the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the 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 the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

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 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 the County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of the County.

16. DEFAULT

If the Contractor abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the 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 below.

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 the 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 the 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 the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the 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, 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 the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 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:
Robin K. Roberts, Director
Mono County Behavioral Health
P.O. Box 2619
Mammoth Lakes, CA 93546
[Click here to enter text.](#)

Contractor:
Nick Damian

Anne Sippe Clinic Treatment Group
18200 Highway 178
Bakersfield, CA 93306
[Click here to enter text.](#)

25. ENTIRE AGREEMENT

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

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

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security
Number: _____

APPROVED AS TO FORM:



County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND ANNE SIPPE CLINIC TREATMENT GROUP
FOR THE PROVISION OF TRANSITIONAL SOCIAL REHABILITATION SERVICES**

TERM:

FROM: June 1, 2018 TO: June 30, 2019

SCOPE OF WORK:

The Transitional Social Rehabilitation Program will provide services for clients who have severe and persistent mental illness who have experienced a decrease in social functioning to the extent that they are in a crisis or need a therapeutic community to facilitate movement to more independent living. The objectives of the program are to intervene in a crisis, support community integration, and serve as an alternative to hospitalization. The goal is to rehabilitate the client in order to decrease the need for future hospitalizations.

The Transitional Social Rehabilitation Program shall provide: A therapeutic residential community including a range of social rehabilitation activities for individuals who are in remission from an acute state of illness, and interim support to facilitate movement towards the highest possible level of functioning. Clients may receive day, outpatient and other treatment services outside the transitional residence. The planned length of stay shall be in accordance with the client's assessed needs, but under no circumstances may the length of stay extend beyond 18-months.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND ANNE SIPPE CLINIC TREATMENT GROUP
FOR THE PROVISION OF TRANSITIONAL SOCIAL REHABILITATION SERVICES**

TERM:

FROM: June 1, 2018

TO: June 30, 2019

SCHEDULE OF FEES:

The daily rate for services is: \$147.00. In addition the Board and Care rate per month is: \$1,036.27.

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

EXHIBIT 8

AGREEMENT BETWEEN COUNTY OF MONO AND ANNE SIPPE CLINIC TREATMENT GROUP FOR THE PROVISION OF TRANSITIONAL SOCIAL REHABILITATION SERVICES

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment shall constitute the Business Associate Agreement (the "Agreement") between Anne Sippe Clinic Treatment Group, (the "Business Associate") and the County of Mono (the "Covered Entity"), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Master Agreement (as defined below).

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to "Protected Health Information" (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act").
2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.
3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms defined in Sections 160.103, 164.304 and 164.501.
 - (a) Business Associate. "Business Associate" shall mean the party identified above as the "Business Associate".
 - (b) Breach. "Breach" shall have the same meaning as the term "breach" in Section 164.402.
 - (c) Covered Entity. "Covered Entity" shall mean the County of Mono, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.
 - (d) Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
 - (e) Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
 - (f) Individual. "Individual" shall have the same meaning as the term "Individual" in Section 160.103 and shall include a person who qualifies as a personal representative in

accordance with Section 164.502(g).

(g) Master Agreement. “Master Agreement” shall mean the contract or other agreement to which this Attachment is attached and made a part of.

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

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

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

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

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

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

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

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

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

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

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

5. **Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified in Exhibit 1 to this Attachment, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Scope of Work (Attachment A) of the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

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

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

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

6. Appropriate Safeguards.

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

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

7. Reporting Unauthorized Uses and Disclosures.

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

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

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

subcontractor, agent or other representative of the Business Associate.

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

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

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

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

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

9. Indemnification.

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

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

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

10. Individuals' Rights.

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

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

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

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

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

11. Obligations of Covered Entity.

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

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

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

12. Agents and Subcontractors of Business Associate.

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

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

13. **Audit, Inspection, and Enforcement.**

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

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

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

15. **Term and Termination.**

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

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

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

16. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

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

18. **Notices.**

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

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

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

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

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

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

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

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

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 17, 2018

Departments: Community Development

TIME REQUIRED

SUBJECT Housing Mitigation Ordinance
Suspension

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed ordinance amending Chapter 15.40.170 of the Mono County code extending the temporary suspension of all housing mitigation requirements.

RECOMMENDED ACTION:

Adopt proposed ordinance ORD18-__, Amending Chapter 15.40.170 of the Mono County code extending the temporary suspension of all housing mitigation requirements.

FISCAL IMPACT:

Minimal impact.

CONTACT NAME: Megan Mahaffey

PHONE/EMAIL: 7609241836 / mmahaffey@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Ordinance

History

Time	Who	Approval
7/11/2018 9:06 PM	County Administrative Office	Yes
7/11/2018 4:15 PM	County Counsel	Yes

7/11/2018 6:26 PM

Finance

Yes

Mono County Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

July 17, 2018

TO: Honorable Board of Supervisors

FROM: Megan Mahaffey – Mono County, Accountant
Wendy Sugimura – Mono County, Community Development Director

RE: Housing Mitigation Ordinance

RECOMMENDATION

1. Adopt proposed ordinance extending the current suspension of the Mono County Housing Mitigation Ordinance until June 30, 2019.

FISCAL IMPACT

Minimum impact.

BACKGROUND

The current suspension of the Housing Mitigation ordinance expires August 30, 2018. The Housing Mitigation Ordinance requires an extension to the suspension in order to allow time for the community-based planning approach to proceed.

DISCUSSION

Today staff is seeking adoption of the proposed ordinance, which was introduced to your Board during the July 10th meeting.

ATTACHMENTS

- Ordinance No. Ord 18-XX Amending Chapter 15.40.170 of the Mono County Code, Extending the Temporary Suspension of all Housing Mitigation Requirements.



ORDINANCE NO. ORD18-__

**AN ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS AMENDING CHAPTER 15.40.170 OF
THE MONO COUNTY CODE EXTENDING THE TEMPORARY SUSPENSION
OF ALL HOUSING MITIGATION REQUIREMENTS**

WHEREAS, the County previously enacted a temporary suspension of certain housing mitigation requirements on development projects, as codified in Chapter 15.40 of the Mono County Code, which will expire on August 30, 2018, if not extended; and

WHEREAS, the Board wishes to continue that suspension for an additional ten (10) months;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS as follows:

SECTION ONE: Section 15.40.170 of the Mono County Code is hereby amended to read as follows:

“15.40.170 Temporary suspension of requirements.

All housing mitigation requirements set forth in Chapter 15.40 shall be suspended in their entirety, and be of no force or effect, during the period from August 30, 2018, through June 30, 2019.”

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

PASSED, APPROVED and ADOPTED this ____ day of _____, 2017, by the following vote, to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

Stacy Corless, Chair
Mono County Board of Supervisors

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ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 17, 2018

Departments: County Counsel

TIME REQUIRED

SUBJECT Proposed Ordinance Amending
Mono County Code Chapter 7.92
Pertaining to the County's Smoking
and Tobacco Policy

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Pursuant to recent Board direction, staff is presenting proposed Ordinance No. Ord18-___, Amending Mono County Code Chapter 7.92 Pertaining to the County's Smoking and Tobacco Policy to Allow for the Sale of Certain Flavored Tobacco Products.

RECOMMENDED ACTION:

Adopt proposed ordinance Ord18-___, Amending Mono County Code Chapter 7.92 Pertaining to the County's Smoking and Tobacco Policy to Allow for the Sale of Certain Flavored Tobacco Products.

FISCAL IMPACT:

None.

CONTACT NAME: Christy Milovich

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Ordinance Amending MCC 7.92
<input type="checkbox"/> Attachment A

History

Time	Who	Approval
7/12/2018 12:17 PM	County Administrative Office	Yes
7/12/2018 12:33 PM	County Counsel	Yes
7/12/2018 1:25 PM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputies
Anne M. Larsen
Jason Canger

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Senior

To: Board of Supervisors

From: Office of the County Counsel

Date: July 17, 2018

Re: Proposed ordinance amending Chapter 7.92 of the Mono County Code pertaining to the County's Smoking and Tobacco Policy to allow for the sale of certain flavored tobacco products.

Recommended Action

- Adopt proposed ordinance No. Ord18___ Amending Mono County Code Chapter 7.92 Pertaining to the County's Smoking and Tobacco Policy to Allow for the Sale of Certain Flavored Tobacco Products.
- Provide any desired direction to staff.

Focus Area(s) Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Fiscal Impact

None

Discussion

On April 17, 2018, Mono County Ordinance No. ORD18-03, Amending Chapter 7.92 of the Mono County Code Pertaining to the County's Smoking and Tobacco Policy was approved. On June 12, 2018, after hearing public feedback expressing significant dissatisfaction over provisions prohibiting the sale of certain flavored tobacco products, the Board agreed (Pursuant to Board Rule 30) to reconsider these provisions. On July 10, 2018, the Board conducted its first reading of the ordinance amending Chapter 7.92 to allow for the sale of certain flavored tobacco products and menthol cigarettes with the addition of a sunset clause of October 31, 2019. Today the Board is being asked to adopt the proposed ordinance.

If you have any questions on this matter prior to your meeting, please call 924-1706.

Attachments

- MCC Chapter 7.92 (Mono County's current policy)
- Proposed Ordinance with Proposed Amendments to MCC 7.92



ORDINANCE NO. ORD18-__

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS AMENDING
CHAPTER 7.92 OF THE MONO COUNTY CODE PERTAINING TO THE COUNTY'S
SMOKING AND TOBACCO POLICY TO ALLOW FOR THE SALE
OF CERTAIN FLAVORED TOBACCO PRODUCTS**

WHEREAS, on April 17, 2018, the Mono County Board of Supervisors (“Board”) adopted Ordinance No. ORD18-03 amending Chapter 7.92 of the Mono County Code pertaining to the County’s Smoking and Tobacco Policy; and

WHEREAS, based on recent feedback from business owners in the unincorporated area of the County, the Board agreed to reconsider provisions of Chapter 7.92 pertaining to the sale of certain flavored tobacco products, which had previously been prohibited; and

WHEREAS, now, after reconsidering the impact to local business owners, the Board wishes to amend Chapter 7.92 to allow for the sale of menthol cigarettes and certain flavored tobacco products;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS as follows:

SECTION ONE: Chapter 7.92 of the Mono County Code is hereby amended in its entirety to read as set forth in Attachment “A”, attached hereto and incorporated herein by this reference.

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

PASSED, APPROVED and ADOPTED this ____ day of _____, 2018, by
the following vote, to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

Bob Gardner, Chair
Mono County Board of Supervisors

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ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

SMOKING POLICIES AND RESTRICTIONS

Sections:

- 7.92.010** **Definitions.**
- 7.92.020** **Prohibitions – locations where smoking is prohibited.**
- 7.92.030** **Reasonable smoking distance required – 20 feet.**
- 7.92.040** **PLACEHOLDER.**
- 7.92.050** **Signage.**
- 7.92.060** **Duty of person, employer, business or nonprofit entity.**
- 7.92.070** **Sale of flavored tobacco products prohibited.**
- 7.92.80.1** **Penalties and enforcement.**

7.92.010 **Definitions.**

- A. “County” shall mean the County of Mono.
- B. “County Building” shall mean any County-owned building including, but not limited to, the Bridgeport courthouse, Bridgeport annexes I and II, the Bridgeport sheriff and probation department buildings, the County road shops and all community and senior centers.
- C. “Business” means any sole proprietorship, partnership, joint venture, corporation, association, or any other entity formed for profit-making purposes or that has an Employee, as defined in this section.
- D. “Characterizing Flavor” means a distinguishable taste or aroma, other than the taste or aroma of Tobacco, imparted by Tobacco, either prior to or during use of the Tobacco Product or any byproduct produced by the Tobacco Product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb, nut or spice provided, however, that a Tobacco Product shall not be determined to have a Characterizing Flavor solely because of the use of additives or flavorings or the provision of ingredient information.
- E. “Dining Area” means any area available to or customarily used by the general public, that is designed, established, or regularly used for consuming food or drink.
- F. “Electronic Smoking Device” means an electronic device that can be used to deliver an inhaled dose of nicotine or Tobacco or any other substances, including any component, part or accessory of such a device, whether or not sold separately.
- G. “Employee” means any Person who is employed; retained as an independent contractor by any Employer, as defined in this section; or any Person who volunteers his or her services for an Employer, association, nonprofit, or volunteer entity.

ATTACHMENT A

- H. "Employer" means any Person, partnership, corporation, association, nonprofit or other entity which employs or retains the service of one or more Persons or supervises volunteers.
- I. "Enclosed Area" means:
1. an area in which outside air cannot circulate freely to all parts of the area, and includes an area that has:
 - a. any type of overhead cover whether or not that cover includes vents or other openings and at least three walls or other vertical constraints to airflow including, but not limited to, vegetation of any height, whether or not those boundaries include vents or other openings; or
 - b. four walls or other vertical constraints to airflow including, but not limited to, vegetation that exceeds six feet in height, whether or not those boundaries include vents or other openings.
- J. "Flavored Tobacco Product" means any Tobacco Product or Smoking Product that imparts a Characterizing Flavor.
- K. "Labeling" means written, printed, or graphic matter upon any Tobacco Product or any of its Packaging, or accompanying such Tobacco Product.
- L. "Manufacturer" means any Person, including any repacker or relabeler, who manufactures, fabricates, assembles, processes, or labels a Tobacco Product; or imports a finished Tobacco Product for sale or distribution into the United States.
- M. "Multi-Unit Residence" means any residential structure with two (2) or more Units and has at least one or more shared walls, floors, or ceilings. Additionally, a residential structure that has two (2) or more Units and has a shared ventilation system is considered a Multi-Unit Residence.
- A Multi-Unit Residence **does not** include the following:
1. a single-family residence with a detached in-law or secondary dwelling unit;
 2. a single, contiguous residence in which rent is shared by the residents; and
 3. A hotel or motel that meets the requirements of California Civil Code section 1940, subdivision (b) (2).
- N. "Multi-Unit Residence Common Area" means any indoor or outdoor common area of a Multi-Unit Residence accessible to and usable by more than one residence, including but not limited to halls, lobbies, laundry rooms, outdoor eating areas, play areas, swimming pools and recreation areas.
- O. "Nonprofit Entity" means any entity that meets the requirements of California Corporations Code Section 5003 as well as any corporation, unincorporated association or other entity created for charitable, religious, philanthropic, educational,

ATTACHMENT A

political, social or similar purposes, the net proceeds of which are committed to the promotion of the objectives or purposes of the entity and not to private gain. A public agency is not a Nonprofit Entity within the meaning of this section.

- P. "Packaging" means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a Tobacco Product is sold or offered for sale to a consumer.
- Q. "Place of Employment" means any area under the legal or de facto control of an Employer, Business or Nonprofit Entity that an Employee or the general public may have cause to enter in the normal course of operations, but regardless of the hours of operation, including, for example, indoor and outdoor work areas, construction sites, vehicles used in employment or for Business purposes, taxis, Employee lounges, conference and banquet rooms, bingo and gaming facilities, long-term health facilities, warehouses, and private residences that are used as childcare or health care facilities subject to licensing requirements.
- R. "Person" means any natural Person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.
- S. "Playground" means any park or Recreational Area designated in part to be used by children that has play or sports equipment installed or has been designated or landscaped for play or sports activities, or any similar facility located on public or private school grounds, or on County property.
- T. "Public Place" means any place, public or private, open to the general public regardless of any fee or age requirement, including, for example, bars, restaurants, clubs, stores, stadiums, parks, Playgrounds, taxis and buses.
- U. "Reasonable Distance" means a distance of at least twenty (20) feet to ensure that occupants of a building and those entering or existing the building are not exposed to secondhand smoke created by smokers outside of the building.
- V. "Recreational Area" means any area, public or private, open to the public for recreational purposes regardless of any fee requirement, including, for example, parks, gardens, sporting facilities, stadiums, and Playgrounds, but excluding those areas where the County lacks jurisdictional authority to regulate.
- W. "Service Area" means any area designed to be or regularly used by one or more Persons to receive or wait to receive a service, enter a Public Place, or make a transaction whether or not such service includes the exchange of money, including, for example, ATMs, bank teller windows, telephones, ticket lines, bus stops, and cab stands.
- X. "Smoke" or "Smoking" means to inhale, exhale, burn, or carry any lighted or heated device or pipe, or any other lighted or heated Tobacco Product or Cannabis (as defined in Chapter 5.60 of the Mono County Code) intended for inhalation, whether natural or synthetic, in any manner or in any form including but not limited to a cigar, cigarette, cigarillo, vaporizer, joint, pipe, hookah or Electronic Smoking Device. "Smoke" includes the use of an Electronic Smoking Device that creates an aerosol or vapor, in

ATTACHMENT A

any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in a place.

- Y. "Smoking Product" means any substance or product containing nicotine or Tobacco that is meant to be used in conjunction with an e-cigarette or any other type of smoking or vaporizing contraption including but not limited to joints, cigarettes, cigars, bongs or pipes. "Smoking Product" also means, Indian cigarettes called "bidis", and cartridges and liquid solutions for e-cigarettes, which may be utilized for smoking, chewing, inhaling or other manner of ingestion.
- Z. "Tobacco Paraphernalia" means any item designed or marketed for the consumption, use, or preparation of Tobacco Products.
- AA. "Tobacco" or "Tobacco Product" means:
1. Any product containing, made, or derived from tobacco leaf or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff.
 2. Any electronic device that delivers nicotine or other similar substances to the Person inhaling from the device, including, but not limited to any type of vaping device, an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah.
 3. Any component, part, cartridge or accessory intended or reasonably expected to be used with a Tobacco Product, whether or not sold separately.
 4. "Tobacco Product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product (e.g., Nicorette gum, patch, etc.) or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.
- BB. "Tobacco Retailer" means any Person who sells, offers for sale, or does or offers to exchange for any form of consideration, Tobacco, Tobacco Products or Tobacco Paraphernalia. "Tobacco Retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of Tobacco Products or Tobacco Paraphernalia sold, offered for sale, exchanged, or offered for exchange.
- CC. "Unit" means a personal dwelling space, even where lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use Enclosed Area or unenclosed area, such as for example, a private balcony, porch, deck or patio. "Unit" includes, without limitation, an apartment; a condominium; a townhouse; a room in a motel or hotel; a dormitory room.

ATTACHMENT A

7.92.020 Prohibitions – locations where smoking is prohibited.

- A. Except as otherwise provided in this Chapter, Smoking is prohibited in the following enclosed and unenclosed locations in the County:
1. All areas where smoking is prohibited by state or federal law, including, but not limited to, indoor workplaces, bars and restaurants (California Labor Code Section 6404.5); state, County, and city buildings (California Government Code Sections 7596 through 7598); tot lots and Playgrounds (California Health and Safety Code Section 104495); and pursuant to (California Health and Safety Code Section 11362.3).
 2. County vehicles.
 3. Public parks.
 4. Recreational Areas.
 5. Service Areas.
 6. Dining Areas.
 7. Public Places, when being used for a public event, including a sporting event, farmer's market, parade, craft fair, or any event which may be open to or attended by the general public, provided that Smoking is permitted on streets and sidewalks being used in a traditional capacity as pedestrian or vehicular thoroughfares, unless otherwise prohibited by this Chapter or other law.
- B. Nothing in this Chapter prohibits any Person or Employer with legal control over any property from prohibiting Smoking on any part of such property.

7.92.030 Reasonable smoking distance required – 20 Feet.

Smoking shall occur at a Reasonable Distance of at least twenty (20) feet outside any Enclosed Area and from entrances, operable windows, and ventilation systems of Enclosed Areas where Smoking is prohibited, to ensure that secondhand smoke does not enter the area through entrances, windows, ventilation systems or any other means so that those indoors and those entering or leaving the building are not involuntarily exposed to secondhand smoke, including any secondhand smoke from an Electronic Smoking Device or vapor.

7.92.040 PLACEHOLDER.

7.92.050 Posting of signs.

Posting of signs shall be the responsibility of the owner, operator, manager or other Person having control of the place where Smoking is prohibited by this Chapter in cooperation with the Mono County Public Health Department. Except in facilities owned or leased by County, state, or federal governmental entities, "No Smoking" signs with letters of not less than one-half inch in height or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly posted where Smoking is prohibited in accordance with this Chapter. Where applicable, all signs shall clearly state that Smoking is prohibited within 20 feet of any Enclosed Area as defined in subsection I of section 7.92.010 and within 20 feet of entrances, operable windows and ventilation systems. Any owner, manager, operator, Employer or Employee or other Person having control of a place

ATTACHMENT A

where Smoking is prohibited by this Chapter shall not be deemed to be in violation of this Chapter if signs have been posted in a manner consistent with the requirements of this section. For purposes of this Chapter, the Mono County Public Health Department shall be responsible for the posting of signs in regulated facilities owned or leased in whole or in part by the County.

7.92.060 Duty of person, employer, business or nonprofit entity.

Notwithstanding any other provision of this Chapter, any owner, landlord, Employer, Business, Nonprofit Entity, or any other Person who controls any property, establishment, or Place of Employment regulated by this chapter may declare any part of such area in which Smoking would otherwise be permitted to be a nonsmoking area.

7.92.070 Sale of flavored tobacco products prohibited.

- A. Except as provided in subsections D and E, it shall be a violation of this Chapter for any Tobacco Retailer or any of the Tobacco Retailer's agents or Employees to sell or offer for sale, or to possess with intent to sell or offer for sale, any Flavored Tobacco Product.
- B. There shall be a rebuttable presumption that a Tobacco Retailer in possession of Flavored Tobacco Products, including but not limited to individual Flavored Tobacco Products, packages of Flavored Tobacco Products, or any combination thereof, possesses such Flavored Tobacco Products with the intent to sell or offer them for sale.
- C. There shall be a rebuttable presumption that a Tobacco Product is a Flavored Tobacco Product if a Tobacco Retailer, Manufacturer, or any Employee or agent of a Tobacco Retailer or Manufacturer has:
 1. Made a public statement or claim that the Tobacco Product imparts a Characterizing Flavor;
 2. Used text and/or images on the Tobacco Product's Labeling or Packaging to explicitly or implicitly indicate that the Tobacco Product imparts a Characterizing Flavor; or
 3. Taken action directed to consumers that would be reasonably expected to cause consumers to believe the Tobacco Product imparts a Characterizing Flavor.
- D. Any Tobacco Retailer whose inventory includes Flavored Tobacco Products at the time this Chapter becomes effective may continue to sell the Flavored Tobacco Product(s) until the supply is exhausted but shall not thereafter order new supplies.
- E. This section shall not apply to menthol cigarettes; cigars, little cigars or cigarillos with a Characterizing Flavor (e.g., products of the type sold by Swisher Sweets, Black & Mild, Backwoods, etc.); or chewing tobacco or snuff with a Characterizing Flavor (e.g., products of the type sold by Copenhagen, Skoal, Grizzly, etc.). This subsection (E) shall automatically sunset October 31, 2019.

ATTACHMENT A

7.92.080 Penalties and enforcement.

- A. Unless the applicable section of this Chapter provides that violation is a misdemeanor, any Person or Business violating any provision of this Chapter, upon conviction thereof, shall be guilty of an infraction and subject to a fine (not including court-imposed mandatory penalties) of \$100.00 for the first violation, \$200.00 for the second violation, and \$500.00 for any subsequent violation. For purposes of this Chapter, each day of noncompliance shall be considered a separate violation.
- B. The provisions of this Chapter may be enforced through civil and/or criminal proceedings including, but not limited to, action for nuisance abatement pursuant to Mono County Code Chapter 7.20, administrative citation pursuant to Mono County Code Chapter 1.12, following the procedures set forth in subsection D, and/or injunctive relief. In any enforcement action, the County may seek reimbursement for the costs of investigation, inspection or monitoring leading to the establishment of the violation, and for the reasonable costs of preparing and bringing the enforcement action. The remedies provided by this section 7.92.080 are nonexclusive, cumulative and in addition to any other remedy the County may have at law or in equity.
- C. The Mono County Public Health Director or his/her designee ("Director") is authorized to enforce, on behalf of the County, the provisions of this Chapter, and to refer such enforcement to the Mono County Code Compliance Division as provided in subsection D below. Any Person may request that the Director investigate a violation of this Chapter by filing a written complaint with the Public Health Department.
- D. The following procedures may be followed by the Director upon receipt of a written complaint and shall be followed prior to referring enforcement to Mono County Code Compliance:
 1. The Director shall contact the owner, operator or manager of the establishment, (the "establishment") or Person that is the subject of the complaint to investigate the nature and extent of the violation and may conduct such additional investigation as may be necessary, to determine whether the violation occurred.
 2. If the Director concludes that a violation occurred, he or she shall provide to the owner, operator or manager of the establishment or Person committing the violation a copy of the provisions of this Chapter and such advisory assistance to avoid future violations as may be necessary to achieve compliance.
 3. Upon receipt of a second written complaint involving the same Person or establishment, the Director shall attempt to meet with the owner, operator or manager or Person alleged to have violated this Chapter to further investigate the matter and shall conduct such additional investigation as may be necessary. If it is determined that a subsequent violation has occurred, the Director shall mail, certified mail, postage prepaid, return receipt requested, a written directive to the owner, operator, manager or other Person, explaining in detail the steps required in order to achieve future compliance and advising that the County may initiate enforcement proceedings pursuant to Chapters 1.12 or 7.20, or pursue

ATTACHMENT A

such other enforcement as is authorized by law, in the event of a subsequent violation.

4. Upon receipt of a third written complaint regarding the same Person or establishment, the Director may refer the matter to Mono County Code Compliance for further investigation and enforcement pursuant to Chapters 1.12 and/or 7.20, provided that the Code Compliance Division confirms that it has sufficient resources available to process the complaint.
 5. Any violation determined by the Code Compliance Division to have occurred following issuance of a Notice of Violation in accordance with Chapter 1.12, shall constitute cause for issuance of an Administrative Citation under that Chapter, except that the amount of the penalty imposed for each violation shall be as set forth in subsection 7.92.080.A. and the hearing officer for any administrative appeal shall be a member of the Board of Supervisors or its designee.
- E. The Director, and Code Compliance Specialist if applicable, shall maintain clear and thorough records and logs of all investigations and communications made in relation to every written complaint filed with the Public Health Department pursuant to this section.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 17, 2018

Departments: Behavioral Health

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Mental Health Plan Contract
Amendment and 2017-2022 Mental
Health Plan Contract

AGENDA DESCRIPTION:

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

Proposed contract with Mono County Behavioral Health and the California Department of Health Care Services to provide services and programs in Mono County for the period of 2017-2022 and proposed amendment to prior contract.

RECOMMENDED ACTION:

Approve County entry into proposed contract for 2017-2022 and contract amendment to prior contract and authorize the Director of Behavioral Health to execute said contract and contract amendment on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

There is no fiscal impact to the Mono County General Fund. This contract allows Mono County Behavioral Health to receive funding through the Department of Health Care Services.

CONTACT NAME: Robin Roberts

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> MHP Contract Amendment
<input type="checkbox"/> DHCS Performance Contract CCC
<input type="checkbox"/> 2017-2022 Contract
<input type="checkbox"/> Mono 2017-2022 MHP Contract Exhibits A B and E
<input type="checkbox"/> MHP Contract Exhibit DF

MHP Contract Amendment Civil Rights Laws Attachment
MHP Exhibit F
MHP CCC April 2017 Final
Mono MHP Contract Exhibit F Attachment B
CA Behavioral Health Directors Association Memo Regarding MHP Contract with DHCS

History

Time	Who	Approval
7/12/2018 12:23 PM	County Administrative Office	Yes
7/12/2018 10:15 AM	County Counsel	Yes
7/12/2018 11:41 AM	Finance	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

July 17, 2018

To: Mono County Board of Supervisors
From: Robin K. Roberts, MFT, Director Behavioral Health Department

SUBJECT:

Mental Health Plan Contract Amendment and 2017-2022 Mental Health Plan Contract

DISCUSSION:

This year the California Department of Health Care Services has attached not only an Amendment to the expired (as of June 30, 2018) contract that the Board has already seen and voted upon, but the contract for 2017-2022 as well. This contract covers funding for treatment, prevention, and other programs for Mono County residents through Mono County Behavioral Health. Attached you will find an explanation of the various concerns and how they were addressed by the County Counsels' Association, CSAC and the California Behavioral Health Directors Association.

The recommendation of the Mono County Behavioral Health Director is that the Board approve this contract, as there is a promise from the Department of Health Care Services to provide future Amendments to address the concerns that have been brought forward.

FISCAL IMPACT:

There is no fiscal impact to the Mono County General Fund.

This contract allows Mono County to receive funding to provide services and programs.

CONTACT:

Robin Roberts, MFT
760-924-1740

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213A_DHCS (Rev. 03/18)

Check here if additional pages are added: 1 Page(s)

Agreement Number 12-89378	Amendment Number A01
Registration Number:	

- This Agreement is entered into between the State Agency and Contractor named below:
 State Agency's Name (Also known as DHCS, CDHS, DHS or the State)
Department of Health Care Services
 Contractor's Name (Also referred to as Contractor)
Mono County Behavioral Health
- The term of this Agreement is: **May 1, 2013**
 through **June 30, 2017**
- The maximum amount of this **\$ 8,113,337,000**
 Agreement after this amendment is: **Eight Billion, One Hundred Thirteen Million, Three Hundred Thirty-Seven Thousand Dollars.**
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- The effective date of this amendment is **June 30, 2017.**
- Whereas, the Centers for Medicare and Medicaid Services (CMS) promulgated revisions to the managed care regulations applicable to Prepaid Inpatient Health Plans (PIHPs) in the Federal Register, Vol. 81, No. 88, May 6, 2016;

 Whereas, Contractor is a PIHP;



 Whereas, some of the revised managed care plan regulations applicable to PIHPs became effective July 1, 2017;

 Whereas, the CMS requires all PIHPs to enter into a contract, which contains revised managed care regulations applicable to PIHPs, with their respective state Medicaid agency effective July 1, 2017 as a condition of payment of federal financial participation (42 C.F.R. 438.802(a));

(Continued on next page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) Mono County Behavioral Health		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Robin Roberts, LMFT, Director		
Address P.O. Box 2619 Mammoth Lakes, CA 93546		
STATE OF CALIFORNIA		
Agency Name Department of Health Care Services		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing		
Address 1501 Capitol Avenue, Suite 71.2048, MS 1400, P.O. Box 997413, Sacramento, CA 95899-7413		

Exempt per: **W&I Code §14703**

Whereas, Agreement 17-94597 contains the required revised managed care regulations applicable to PIHPs and is effective as of July 1, 2017;

Whereas, this Agreement is currently effective until June 30, 2018;

Whereas, the parties wish to avoid having a period where this Agreement and Agreement 17-94597 are simultaneously effective;

Therefore, the parties wish to have this Agreement expire effective June 30, 2017.

- III. This Agreement is amended to expire effective June 30, 2017.
- IV. All other terms and conditions shall remain the same.

CCC-307

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.

<i>Contractor/Bidder Firm Name (Printed)</i> <i>Mono County Behavioral Health</i>		<i>Federal ID Number</i> <i>94-60005661</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> <i>Robin Roberts, LMFT, Director</i>		
<i>Date Executed</i>	<i>Executed in the County of</i> <i>Mono</i>	

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 8103) (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 lesser 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 over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

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.

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REGISTRATION NUMBER	AGREEMENT NUMBER
	17-94597

- This Agreement is entered into between the State Agency and the Contractor named below:



STATE AGENCY'S NAME	(Also known as DHCS, CDHS, DHS or the State)
Department of Health Care Services	
CONTRACTOR'S NAME	(Also referred to as Contractor)
Mono County Behavioral Health	
- The term of this Agreement is: July 1, 2017
 through June 30, 2022
- The maximum amount of this Agreement is: \$ 0
 Zero dollars
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope Of Work	2 pages
Attachment 1 Organization And Administration	6 pages
Attachment 2 Scope Of Services	9 pages
Attachment 3 Financial Requirements	6 pages
Attachment 4 Management Information Systems	2 pages
Attachment 5 Quality Improvement System	6 pages
Attachment 6 Utilization Management Program	3 pages
Attachment 7 Access And Availability Of Services	4 pages
Attachment 8 Provider Network	11 pages

See Exhibit E, Provision 1 for additional incorporated exhibits.

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
Mono County Behavioral Health		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Robin Roberts, Director		
ADDRESS		
P.O. Box 2619 Mammoth Lakes, CA 93546		
STATE OF CALIFORNIA		<input checked="" type="checkbox"/> Exempt per: W&I Code §14703
AGENCY NAME		
Department of Health Care Services		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
1501 Capitol Avenue, Suite 71.2048, MS 1400, P.O. Box 997413, Sacramento, CA 95899-7413		

**Exhibit A
SCOPE OF WORK**

1. Service Overview

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

The Contractor will provide or arrange for the provision of specialty mental health services to eligible Medi-Cal beneficiaries of Mono County within the scope of services defined in this contract.

2. Service Location

The services shall be performed at all contracting and participating facilities of the Contractor.

3. Service Hours

The services shall be provided on a 24-hour, seven (7) days a week basis.

4. Project Representatives

A. The project representatives during the term of this contract will be:

<p>Department of Health Care Services Erika Cristo Telephone: (916) 552-9055 Fax: (916) 440-7620 Email: Erika.Cristo@dhcs.ca.gov</p>	<p>Mono Robin Roberts, LMFT, Director Telephone: (760) 924-1740 Fax: (760) 924-1741 Email: rroberts@mono.ca.gov</p>
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B. Direct all inquiries to:

<p>Department of Health Care Services Mental Health Services Division/Program Policy Unit Attention: Dee Taylor 1500 Capitol Avenue, MS 2702 P.O. Box Number 997413 Sacramento, CA, 95899-7413 Telephone: (916) 552-9536 Fax: (916) 440-7620 Email: Dee.Taylor@dhcs.ca.gov</p>	<p>Mono County Behavioral Health Attention: Robin Roberts P.O. Box 2619, Mammoth Lakes, CA, 93546 Telephone: (760) 924-1740 Fax: (760) 924-1741 Email: rroberts@mono.ca.gov</p>
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C. 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 contract.

Exhibit A
SCOPE OF WORK

5. General Authority

This Contract is entered into in accordance with the Welfare and Institutions (Welf. & Inst.) Code § 14680 through §14726. Welf. & Inst. Code § 14712 directs the California Department of Health Care Services (Department) to implement and administer Managed Mental Health Care for Medi-Cal eligible residents of this state through contracts with mental health plans. The Department and Mono County Behavioral Health agrees to operate the Mental Health Plan (MHP) for Mono County. No provision of this contract is intended to obviate or waive any requirements of applicable law or regulation, in particular, the provisions noted above. In the event a provision of this contract is open to varying interpretations, the contract provision shall be interpreted in a manner that is consistent with applicable law and regulation.

6. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

7. Services to be Performed

See Exhibit A, Attachments 1 through 14 for a detailed description of the services to be performed.

Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION

1. Implementation Plan

The Contractor shall comply with the provisions of the Contractor's Implementation Plan as approved by the Department, including the administration of beneficiary problem resolution processes. (Cal. Code Regs., tit. 9, §§ 1810.310, 1850.205-1850.208.) The Contractor shall obtain written approval by the Department prior to making any changes to the Implementation Plan as approved by the Department. The Contractor may implement the changes if the Department does not respond in writing within thirty calendar (30) days. (Cal. Code Regs., tit. 9, § 1810.310(c)(5).)

2. Prohibited Affiliations

- A. The Contractor shall not knowingly have any prohibited type of relationship with the following:
- 1) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)
 - 2) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)
- B. The Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5.)
- C. The Contractor shall not have types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:
- 1) A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)

**Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION**

- 2) A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)
 - 3) A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)
 - 4) An individual convicted of crimes described in section 1128(b)(8)(B) of the Act. (42 C.F.R. § 438.808(b)(2).)
 - 5) A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)
 - 6) The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)
- D. The Contractor shall provide to the Department written disclosure of any prohibited affiliation identified by the Contractor or its subcontractors. (42 C.F.R. §438.608(c)(1).)

3. Delegation

Unless specifically prohibited by this contract or by federal or state law, Contractor may delegate duties and obligations of Contractor under this contract to subcontracting entities if Contractor determines that the subcontracting entities selected are able to perform the delegated duties in an adequate manner in compliance with the requirements of this contract. The Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the Department, notwithstanding any relationship(s) that the Mental Health Plan may have with any subcontractor. (42 C.F.R. § 483.230(b)(1).)

4. Subcontracts

- A. This provision is a supplement to provision number five (Subcontract Requirements) in Exhibit D(F) which is attached hereto as part of this contract. As allowed by provision five in Exhibit D(F), the Department

**Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION**

hereby, and until further notice, waives its right to prior approval of subcontracts and approval of existing subcontracts.

- B. No subcontract terminates the legal responsibility of the Contractor to the Department to assure that all activities under this contract are carried out. (42 C.F.R. § 230(b).)
- C. All subcontracts shall be in writing.
- D. All subcontracts for inpatient and residential services shall require that subcontractors maintain necessary licensing and certification or mental health program approval.
- E. Each subcontract shall contain:
 - 1) The activities and obligations, including services provided, and related reporting responsibilities. (42 C.F.R. § 438.230(c)(1)(i).)
 - 2) The delegated activities and reporting responsibilities in compliance with the Contractor's obligations in this Contract. (42 C.F.R. § 438.230(c)(1)(ii).)
 - 3) Subcontractor's agreement to submit reports as required by the Contractor and/or the Department.
 - 4) The method and amount of compensation or other consideration to be received by the subcontractor from the Contractor.
 - 5) Requirement that the subcontract be governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the Contractor under this contract.
 - 6) Requirement that the subcontractor comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions. (42 C.F.R. § 438.230(c)(2).)
 - 7) Terms of the subcontract including the beginning and ending dates, as well as methods for amendment and, if applicable, extension of the subcontract.
 - 8) Provisions for full and partial revocation of the subcontract, delegated activities or obligations, or application of other remedies

Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION

permitted by state or federal law when the Department or the Contractor determine that the subcontractor has not performed satisfactorily. (42 C.F.R. § 438.230(c)(1)(iii).)

- 9) The nondiscrimination and compliance provisions of this contract as described in Exhibit E, Section 5, Paragraph C and Section 6, Paragraph C.
- 10) A requirement that the subcontractor make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of the subcontract, or determinations of amounts payable available at any time for inspection, examination or copying by the Department, CMS, HHS Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. §438.3(h).) This audit right will exist for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).) The Department, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk, then. (42 C.F.R. § 438.230(c)(3)(iv).)
- 11) The Department's inspection shall occur at the subcontractor's place of business, premises or physical facilities, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least ten years from the close of the state fiscal year in which the subcontract was in effect. Subcontractor's agreement that assignment or delegation of the subcontract shall be void unless prior written approval is obtained from the Contractor.
- 12) A requirement that the Contractor monitor the subcontractor's compliance with the provisions of the subcontract and this contract and a requirement that the subcontractor provide a corrective action plan if deficiencies are identified.

**Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION**

- 13) Subcontractor's agreement to hold harmless both the State and beneficiaries in the event the Contractor cannot or does not pay for services performed by the subcontractor pursuant to the subcontract.
- 14) Subcontractor's agreement to comply with the Contractor's policies and procedures on advance directives and the Contractor's obligations for Physician Incentive Plans, if applicable based on the services provided under the subcontract.

5. Accreditation Status

- A. The Contractor shall inform the Department whether it has been accredited by a private independent accrediting entity. (42 C.F.R. 438.332(a).)
- B. If the Contractor has received accreditation by a private independent accrediting entity, the Contractor shall authorize the private independent accrediting entity to provide the Department a copy of its most recent accreditation review, including:
 - 1) Its accreditation status, survey type, and level (as applicable);
 - 2) Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and
 - 3) The expiration date of the accreditation. (42 C.F.R. § 438.332(b).)

6. Conflict of Interest

- A. The Contractor shall comply with the conflict of interest safeguards described in 42 Code of Federal Regulations part 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Act. (42 C.F.R. § 438.3(f)(2).)
- B. Contractor's officers and employees shall not have a financial interest in this Contract or a subcontract of this Contract made by them in their official capacity, or by any body or board of which they are members unless the interest is remote. (Gov. Code §§ 1090, 1091; 42 C.F.R. § 438.3(f)(2).)

**Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION**

- C. No public officials at any level of local government shall make, participate in making, or attempt to use their official positions to influence a decision made within the scope of this Contract in which they know or have reason to know that they have a financial interest. (Gov. Code §§ 87100, 87103; Cal. Code Regs., tit. 2, § 18704; 42 C.F.R. §§ 438.3(f)(2).)
- 1) If a public official determines not to act on a matter due to a conflict of interest within the scope of this Contract, the Contractor shall notify the Department by oral or written disclosure. (Cal. Code Regs, tit. 2, § 18707; 42 C.F.R. § 438.3(f)(2).)
 - 2) Public officials, as defined in Government Code section 87200, shall follow the applicable requirements for disclosure of a conflict of interest or potential conflict of interest, once it is identified, and recuse themselves from discussing or otherwise acting upon the matter. (Gov. Code § 87105, Cal. Code Regs., tit. 2, § 18707(a); 42 C.F.R. § 438.3(f)(2).)
- D. Contractor shall not utilize in the performance of this Contract any State officer or employee in the State civil service or other appointed State official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular State employment. (Pub. Con. Code § 10410; 42 C.F.R. § 438.3(f)(2).)
- 1) Contractor shall submit documentation to the Department of employees (current and former State employees) who may present a conflict of interest.

**Exhibit A – Attachment 2
SCOPE OF SERVICES**

1. Provision of Services

- A. The Contractor shall provide, or arrange and pay for, the following medically necessary covered Specialty Mental Health Services to beneficiaries, as defined for the purposes of this contract, of Mono County:
- 1) Mental health services;
 - 2) Medication support services;
 - 3) Day treatment intensive;
 - 4) Day rehabilitation;
 - 5) Crisis intervention;
 - 6) Crisis stabilization;
 - 7) Adult residential treatment services;
 - 8) Crisis residential treatment services;
 - 9) Psychiatric health facility services;
 - 10) Intensive Care Coordination (for beneficiaries under the age of 21);
 - 11) Intensive Home Based Services (for beneficiaries under the age of 21);
 - 12) Therapeutic Behavioral Services (for beneficiaries under the age of 21);
 - 13) Therapeutic Foster Care (for beneficiaries under the age of 21);
 - 14) Psychiatric Inpatient Hospital Services; and,
 - 15) Targeted Case Management.

**Exhibit A – Attachment 2
SCOPE OF SERVICES**

See Exhibit E, Attachment 2, Service Definitions for detailed descriptions of the SMHS listed above.

- B. Services shall be provided, in accordance with the State Plan, to beneficiaries, who meet medical necessity criteria, based on the beneficiary's need for services established by an assessment and documented in the client plan. Services shall be provided in an amount, duration, and scope as specified in the individualized Client Plan for each beneficiary.
- C. The Contractor shall ensure that all medically necessary covered Specialty Mental Health Services are sufficient in amount, duration, or scope to reasonably achieve the purpose for which the services are furnished. The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a medically necessary covered Specialty Mental Health Service solely because of diagnosis, type of illness, or condition of the beneficiary except as specifically provided in the medical necessity criteria applicable to the situation as provided in the California Code of Regulations, title 9, sections 1820.205, 1830.205, and 1830.210. (42 C.F.R. § 438.210(a)(2) and (3).)
- D. The Contractor shall make all medically necessary covered Specialty Mental Health Services available in accordance with California Code of Regulations, title 9, sections 1810.345, 1810.350 and 1810.405, and 42 Code of Federal Regulations part 438.210.
- E. The Contractor shall provide second opinions from a network provider, or arrange for the beneficiary to obtain a second opinion outside the network, at no cost to the beneficiary. (42 C.F.R § 438.206(b).) At the request of a beneficiary when the Contractor or its network provider has determined that the beneficiary is not entitled to specialty mental health services due to not meeting the medical necessity criteria, the contractor shall provide for a second opinion by a licensed mental health professional (other than a psychiatric technician or a licensed vocational nurse). (Cal. Code Regs., tit. 9, § 1810.405(e).)
- F. The Contractor shall provide a beneficiary's choice of the person providing services to the extent feasible in accordance with California Code of Regulations., title. 9, section 1830.225 and 42 Code of Federal Regulations part 438.3(l).

**Exhibit A – Attachment 2
SCOPE OF SERVICES**

- G. In determining whether a service is covered under this contract based on the diagnosis of the beneficiary, the Contractor shall not exclude a beneficiary solely on the ground that the provider making the diagnosis has used the International Classification of Diseases (ICD) diagnosis system rather than the system contained in the Diagnostic and Statistical Manual (DSM) of the American Psychiatric Association.

2. Requirements for Day Treatment Intensive and Day Rehabilitation

- A. The Contractor shall require providers to request payment authorization for day treatment intensive and day rehabilitation services:
- 1) In advance of service delivery when day treatment intensive or day rehabilitation will be provided for more than five days per week.
 - 2) At least every three months for continuation of day treatment intensive.
 - 3) At least every six months for continuation of day rehabilitation.
 - 4) Contractor shall also require providers to request authorization for mental health services, as defined in California Code of Regulations, title 9, section 1810.227, provided concurrently with day treatment intensive or day rehabilitation, excluding services to treat emergency and urgent conditions as defined in California Code of Regulations, title 9, sections 1810.216 and 1810.253. These services shall be authorized with the same frequency as the concurrent day treatment intensive or day rehabilitation services.
- B. The Contractor shall not delegate the payment authorization function to providers. When the Contractor is the day treatment intensive or day rehabilitation provider, the Contractor shall assure that the payment authorization function does not include staff involved in the provision of day treatment intensive, day rehabilitation services, or mental health services provided concurrent to day treatment intensive or day rehabilitation services.
- C. The Contractor shall require that providers of day treatment intensive and day rehabilitation meet the requirements of California Code of

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Regulations, title 9, sections 1840.318, 1840.328, 1840.330, 1840.350 and 1840.352.

- D. The Contractor shall require that providers include, at a minimum, the following day treatment intensive and day rehabilitation service components:
- 1) Community meetings. These meetings shall occur at least once a day to address issues pertaining to the continuity and effectiveness of the therapeutic milieu, and shall actively involve staff and beneficiaries. Relevant discussion items include, but are not limited to: the day's schedule, any current event, individual issues that beneficiaries or staff wish to discuss to elicit support of the group and conflict resolution. Community meetings shall:
 - a) For day treatment intensive, include a staff person whose scope of practice includes psychotherapy.
 - b) For day rehabilitation, include a staff person who is a physician, a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist; and a registered nurse, psychiatric technician, licensed vocational nurse, or mental health rehabilitation specialist.
 - 2) Therapeutic milieu. This component must include process groups and skill-building groups. Specific activities shall be performed by identified staff and take place during the scheduled hours of operation of the program. The goal of the therapeutic milieu is to teach, model, and reinforce constructive interactions by involving beneficiaries in the overall program. For example, beneficiaries are provided with opportunities to lead community meetings and to provide feedback to peers. The program includes behavior management interventions that focus on teaching self-management skills that children, youth, adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function well with minimal or no additional therapeutic intervention. Activities include, but are not limited to, staff feedback to beneficiaries on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress.

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- 3) Process groups. These groups, facilitated by staff, shall assist each beneficiary to develop necessary skills to deal with his/her problems and issues. The group process shall utilize peer interaction and feedback in developing problem-solving strategies to resolve behavioral and emotional problems. Day rehabilitation may include psychotherapy instead of process groups, or in addition to process groups.
- 4) Skill-building groups. In these groups, staff shall help beneficiaries identify barriers related to their psychiatric and psychological experiences. Through the course of group interaction, beneficiaries identify skills that address symptoms and increase adaptive behaviors.
- 5) Adjunctive therapies. These are therapies in which both staff and beneficiaries participate. These therapies may utilize self-expression, such as art, recreation, dance, or music as the therapeutic intervention. Participants do not need to have any level of skill in the area of self-expression, but rather be able utilize the modality to develop or enhance skills directed toward achieving beneficiary plan goals. Adjunctive therapies assist the beneficiary in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Adjunctive therapies provided as a component of day rehabilitation or day treatment intensive are used in conjunction with other mental health services in order to improve the outcome of those services consistent with the beneficiary's needs identified in the client plan.

E. Day treatment intensive shall additionally include:

- 1) Psychotherapy. Psychotherapy means the use of psychological methods within a professional relationship to assist the beneficiary or beneficiaries to achieve a better psychosocial adaptation, to acquire a greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect individual, groups, or communities in respect to behavior, emotions and thinking, in respect to their intrapersonal and interpersonal

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processes. Psychotherapy shall be provided by licensed, registered, or waived staff practicing within their scope of practice. Psychotherapy does not include physiological interventions, including medication intervention.

- 2) Mental Health Crisis Protocol. The Contractor shall ensure that there is an established protocol for responding to beneficiaries experiencing a mental health crisis. The protocol shall assure the availability of appropriately trained and qualified staff and include agreed upon procedures for addressing crisis situations. The protocol may include referrals for crisis intervention, crisis stabilization, or other specialty mental health services necessary to address the beneficiary's urgent or emergency psychiatric condition (crisis services). If the protocol includes referrals, the day treatment intensive or day rehabilitation program staff shall have the capacity to handle the crisis until the beneficiary is linked to an outside crisis service.
- 3) Written Weekly Schedule. The Contractor shall ensure that a weekly detailed schedule is available to beneficiaries and as appropriate to their families, caregivers or significant support persons and identifies when and where the service components of the program will be provided and by whom. The written weekly schedule will specify the program staff, their qualifications, and the scope of their services.

F. Staffing Requirements. Staffing ratios shall be consistent with the requirements in California Code of Regulations, title 9, section 1840.350, for day treatment intensive, and California Code of Regulations section 1840.352 for day rehabilitation. For day treatment intensive, staff shall include at least one staff person whose scope of practice includes psychotherapy.

- 1) Program staff may be required to spend time on day treatment intensive and day rehabilitation activities outside the hours of operation and therapeutic program (e.g., time for travel, documentation, and caregiver contacts).

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- 2) The Contractor shall require that at least one staff person be present and available to the group in the therapeutic milieu for all scheduled hours of operation.
 - 3) The Contractor shall require day treatment intensive and day rehabilitation programs to maintain documentation that enables Contractor and the Department to audit the program if it uses day treatment intensive or day rehabilitation staff who are also staff with other responsibilities (e.g., as staff of a group home, a school, or another mental health treatment program). The Contractor shall require that there is documentation of the scope of responsibilities for these staff and the specific times in which day treatment intensive or day rehabilitation activities are being performed exclusive of other activities.
- G. If a beneficiary is unavoidably absent and does not attend all of the scheduled hours of the day rehabilitation or day treatment intensive program, the Contractor shall ensure that the provider receives Medi-Cal reimbursement only if the beneficiary is present for at least 50 percent of scheduled hours of operation for that day. The Contractor shall require that a separate entry be entered in the beneficiary record documenting the reason for the unavoidable absence and the total time (number of hours and minutes) the beneficiary actually attended the program that day. In cases where absences are frequent, it is the responsibility of the Contractor to ensure that the provider re-evaluates the beneficiary's need for the day rehabilitation or day treatment intensive program and takes appropriate action.
- H. Documentation Standards. The Contractor shall ensure day treatment intensive and day rehabilitation documentation meets the documentation standards described in Attachment 9 of this exhibit. The documentation shall include the date(s) of service, signature of the person providing the service (or electronic equivalent), the person's type of professional degree, licensure or job title, date of signature and the total number of minutes/hours the beneficiary actually attended the program. For day treatment intensive these standards include daily progress notes on activities and a weekly clinical summary reviewed and signed by a physician, a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist, or a registered nurse who is

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either staff to the day treatment intensive program or the person directing the services.

- I. The Contractor shall ensure that day treatment intensive and day rehabilitation have at least one contact per month with a family member, caregiver or other significant support person identified by an adult beneficiary, or one contact per month with the legally responsible adult for a beneficiary who is a minor. This contact may be face-to-face, or by an alternative method (e.g., e-mail, telephone, etc.). Adult beneficiaries may decline this service component. The contacts should focus on the role of the support person in supporting the beneficiary's community reintegration. The Contractor shall ensure that this contact occurs outside hours of operation and outside the therapeutic program for day treatment intensive and day rehabilitation.
- J. Written Program Description. The Contractor shall ensure there is a written program description for day treatment intensive and day rehabilitation. The written program description must describe the specific activities of each service and reflects each of the required components of the services as described in this section. The Contractor shall review the written program description for compliance with this section with prior to the date the provider begins delivering day treatment intensive or day rehabilitation.
- K. Additional higher or more specific standards. The Contractor shall retain the authority to set additional higher or more specific standards than those set forth in this contract, provided the Contractor's standards are consistent with applicable state and federal laws and regulations and do not prevent the delivery of medically necessary day treatment intensive and day rehabilitation.
- L. Continuous Hours of Operation. The Contractor shall ensure that the provider applies the following when claiming for day treatment intensive and day rehabilitation services:
 - 1) A half day shall be billed for each day in which the beneficiary receives face-to-face services in a program with services available four hours or less per day. Services must be available a minimum of three hours each day the program is open.

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- 2) A full-day shall be billed for each day in which the beneficiary receives face-to-face services in a program with services available more than four hours per day.
- 3) Although the beneficiary must receive face to face services on any full-day or half-day claimed, all service activities during that day are not required to be face-to-face with the beneficiary.
- 4) The requirement for continuous hours or operation does not preclude short breaks (for example, a school recess period) between activities. A lunch or dinner may also be appropriate depending on the program's schedule. The Contractor shall not conduct these breaks toward the total hours of operation of the day program for purposes of determining minimum hours of service.

3. Therapeutic Behavioral Services

Therapeutic Behavioral Services (TBS) are supplemental specialty mental health services covered under the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) benefit as defined in California Code of Regulations section 1810.215. TBS are intensive, one-to-one services designed to help beneficiaries and their parents/caregivers manage specific behaviors using short-term measurable goals based on the beneficiary's needs. TBS are available to beneficiaries in accordance with the Department of Mental Health Information Notice 08-38, the TBS Coordination of Care Best Practices Manual, version 2 (October 2010), and the TBS Documentation Manual, version 2 (October 2009).

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1. Provider Compensation

The Contractor shall ensure that no payment is made to a network provider other than payment the Contractor makes for services covered under this Contract, except when these payments are specifically required to be made by the state in Title XIX of the Act, in 42 Code of Federal Regulations in chapter IV, or when the state agency makes direct payments to network providers for graduate medical education costs approved under the State Plan. (42 C.F.R. § 438.60.)

2. Payments for Indian Health Care Providers

- A. Contractor shall make payment to all Indian Health Care Providers (IHCPs) in its network in a timely manner as required for payments to practitioners in individual or group practices under 42 §§ C.F.R. 447.54 and 447.46 including paying 90% of all clean claims from practitioners within 30 days of the date of receipt and paying 99 percent of all clean claims from practitioners within 90 days of the date of receipt. (42 C.F.R. 438.14(b)(2).)
- B. Contractor shall pay an IHCP that is not enrolled as a FQHC, regardless of whether it is a network provider of the Contractor, its applicable encounter rate published annually in the Federal Register by the Indian Health Service or in the absence of a published encounter rate, the amount the IHPC would receive if the services were provided under the State plan's fee-for-service methodology. (42 C.F.R. § 438.14 (c)(2).)

3. Prohibited Payments

- A. Federal Financial Participation is not available for any amount furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the Department failed to suspend payments during an investigation of a credible allegation of fraud. (42 U.S.C. section 1396b(i)(2).)
- B. In accordance with Section 1903(i) of the Social Security Act, the Contractor is prohibited from paying for an item or service:

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- 1) Furnished under this Contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.
- 2) Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).
- 3) Furnished by an individual or entity to whom the state has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the state determines there is good cause not to suspend such payments.
- 4) With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

4. Emergency Admission for Psychiatric Inpatient Hospital Services

The Contractor shall comply with Cal.Code Regs. Tit. 9 § 1820.225 regarding emergency admission for psychiatric inpatient hospital services regarding authorization and payment for both contract and non-contract hospitals.

5. Audit Requirements

The Contractor shall submit audited financial reports specific to this Contract on an annual basis. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. (42 C.F.R. § 438.3(m).)

6. Cost Reporting

- A. The Contractor shall submit a fiscal year-end cost report no later than December 31 following the close of each fiscal year unless that date is

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extended by the Department, in accordance with the Welf. & Inst. Code § 14705(c), and/or guidelines established by the Department. Data submitted shall be full and complete and the cost report shall be certified by the Contractor's Mental Health Director and one of the following: (1) the Contractor's chief financial officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to, the Contractor's chief financial officer, or (3) the Contractor's auditor-controller, or equivalent. The cost report shall include both Contractor's costs and the cost of its subcontractors, if any. The cost report shall be completed in accordance with instructions contained in the Department's Cost and Financial Reporting System Instruction Manual which can be accessed through the Department's Information Technology Web Services (ITWS) for the applicable year, as well as any instructions that are incorporated by reference thereto; however, to the extent that the Contractor disagrees with such instructions, it may raise that disagreement in writing with the Department at the time the cost report is filed, and shall have the right to appeal such disagreement pursuant to procedures developed under the Welf. & Inst. Code § 14171.

- B. In accordance with Welf. & Inst. Code § 5655 , the Department shall provide technical assistance and consultation to the Contractor regarding the preparation and submission of timely cost reports. If the Contractor does not submit the cost report by the reporting deadline, including any extension period granted by the Department, the Department, in accordance with Welf.& Inst. Code § 14712(e), may withhold payments of additional funds until the cost report that is due has been submitted.
- C. Upon receipt of an amended cost report, which includes reconciled units of service, and a certification statement that has been signed by the Contractor's Mental Health Director and one of the following: 1) the Contractor's Chief Financial Officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to the Contractor's Chief Financial Officer, or (3) the county's auditor controller, or equivalent, the Department shall preliminarily settle the cost report. After completing its preliminary settlement, the Department shall so notify the Contractor if additional FFP is due to the Contractor. The Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority. If funds are due to the State, the Department shall invoice the Contractor and the Contractor shall return the overpayment to the Department.

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7. Recovery of Overpayments

- A. The Contractor, and any subcontractor or any network provider of the Contractor, shall report to the Department within 60 calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services. (42 C.F.R. § 438.608(c)(3).)
- B. The Contractor, or subcontractor, to the extent that the subcontractor is delegated responsibility for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provision for the suspension of payments to a network provider for which the State, or Contractor, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a)(8) and 455.23.)
- C. The Contractor shall specify the retention policies for the treatment of recoveries of all overpayments from the Contractor to a provider, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse. The policy shall specify the process, timeframes, and documentation required for reporting the recovery of all overpayments. The Contractor shall require its network providers to return any overpayment to the Contractor within 60 calendar days after the date on which the overpayment was identified. The Contractor shall also specify the process, timeframes, and documentation required for payment of recoveries of overpayments to the Department in situations where the Contractor is not permitted to retain some or all of the recoveries of overpayments. (42 C.F.R. § 438.608(d).)

8. Physician Incentive Plans

- A. The Contractor shall obtain approval from the Department prior to implementing a Physician Incentive Plan (Cal. Code Regs. tit. 9, § 1810.438(h).).
 - 1) Pursuant to 42 Code of Federal Regulations part 438.3(i), the Contractor shall comply with the requirements set forth in 42 CFR §§ 422.208 and 422.210.
 - 2) The Contractor may operate a Physician Incentive Plan only if no specific payment can be made directly or indirectly under a Physician

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Incentive Plan to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to a beneficiary. (42 C.F.R. § 422.(c)(1).)

- 3) If a physician or physician group is put at substantial financial risk for services not provided by the physician/group, the Contractor shall ensure adequate stop-loss protection to individual physicians and conduct annual beneficiary surveys. (42 C.F.R. 422.208(f).)
- 4) The Contractor shall provide information on its Physician Incentive Plan to any Medicaid beneficiary upon request (this includes the right to adequate and timely information on a Physician Incentive Plan). Such information shall include: whether the Contractor uses a physician incentive plan that affects the use of referral services, (2) the type of incentive arrangement, and (3) whether stop-loss protection is provided. (42 C.F.R. § 422.210(b).)

9. Beneficiary Liability for Payment

- A. The Contractor or an affiliate, vendor, contractor, or subcontractor of the Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments. (Cal. Code Regs., tit. 9, § 1810.365 (a).)
- B. The Contractor or an affiliate, vendor, contractor, or sub-subcontractor of the Contractor shall not hold beneficiaries liable for debts in the event that the Contractor becomes insolvent; for costs of covered services for which the State does not pay the Contractor; for costs of covered services for which the State or the Contractor does not pay the Contractor's network providers; for costs of covered services provided under a contract, referral or other arrangement rather than from the Contractor; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary. 42 C.F.R. § 438.106 and Cal. Code Regs. tit 9, § 1810.365(c).)

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- C. The Contractor shall ensure its subcontractors and providers do not bill beneficiaries, for covered services, any amount greater than would be owed if the Contractor provided the services directly (42 C.F.R. § 483.106(c).).

10. Cost Sharing

- A. The Contractor shall ensure that any cost sharing imposed on beneficiaries is in accordance with 42 Code of Federal Regulations part 447.50 through 447.82. (42 C.F.R. § 438.108.)
- B. The Contractor shall exempt from all cost sharing any Indian who is currently receiving or has ever received an item or service furnished by an IHCP or through referral. (42 C.F.R. § 447.56(a)(1)(x).)

11. ICD- 10

- A. The Contractor shall use the criteria sets in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) as the clinical tool to make diagnostic determinations.
- B. Once a DSM-5 diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis, in the International Classification of Diseases and Related Health Problems, Tenth Revision (ICD-10).
- C. The Contractor shall use the ICD-10 diagnosis code(s) to submit a claim for specialty mental health services to receive reimbursement of Federal Financial Participation (FFP) in accordance with the covered diagnoses for reimbursement of outpatient and inpatient Medi-Cal specialty mental health services listed in Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice 17-004E.
- D. The lists of covered ICD-10 diagnosis codes in MHSUDS Information Notice 17-004E are subject to change and the Department may update them during the term of this contract. Changes to the lists of covered ICD-10 covered diagnoses do not require an amendment to this contract and the Department may implement these changes via Mental Health and Substance Use Disorder Services Information Notices.

**Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS**

1. Health Information Systems

- A. The Contractor shall maintain a health information system that collects, analyzes, integrates, and reports data. (42 C.F.R. § 438.242(a); Cal. Code Regs., tit. 9, § 1810.376.) The system shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals. (42 C.F.R. § 438.242(a).) The Contractor shall comply with Section 6504(a) of the Affordable Care Act which requires that State claims processing and retrieval systems are able to collect data elements necessary to enable the mechanized claims processing and information retrieval systems in operation by the State to meet the requirements of section 1903(r)(1)(F) of the Social Security Act. (42 C.F.R. § 438.242(b)(1).)
- B. The Contractor's health information system shall, at a minimum:
- 1) Collect data on beneficiary and provider characteristics as specified by the Department, and on services furnished to beneficiaries as specified by the Department; (42 C.F.R. § 438.242(b)(2).)
 - 2) Ensure that data received from providers is accurate and complete by:
 - a. Verifying the accuracy and timeliness of reported data, including data from network providers compensated on the basis of capitation payments; (42 C.F.R. § 438.242(b)(3)(i).)
 - b. Screening the data for completeness, logic, and consistency; and (42 C.F.R. § 438.242(b)(3)(ii).)
 - c. Collecting service information in standardized formats to the extent feasible and appropriate, including secure information exchanges and technologies utilized for quality improvement and care coordination efforts. (42 C.F.R. § 438.242(b)(3)(iii).)
 - 3) Make all collected data available to the Department and, upon request, to CMS. (42 C.F.R. § 438.242(b)(4).)

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MANAGEMENT INFORMATION SYSTEMS**

- C. The Contractor's health information system is not required to collect and analyze all elements in electronic formats. (Cal. Code Regs., tit. 9, § 1810.376(c).)

2. Encounter Data

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2).) The Contractor shall ensure collection and maintenance of sufficient beneficiary encounter data to identify the provider who delivers service(s) to the beneficiary. (42 C.F.R. § 438.242(c)(1).) The Contractor shall submit all beneficiary encounter data that the Department is required to report to CMS under § 438.818. (42 C.F.R. § 438.242(c)(3).) The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4).)

3. Medi-Cal Eligibility Data System (MEDS) and MEDS Monthly Extract File (MMEF)

The Contractor shall enter into a Medi-Cal Privacy and Security Agreement (PSA) with the Department prior to obtaining access to MEDS and the MEDS monthly extract file (MMEF). The Contractor agrees to comply with the provisions as specified in the PSA. The County Mental Health Director or his or her authorized designee shall certify annually that Contractor is in compliance with the PSA agreement. Failure to comply with the terms of the agreement will result in the termination of access to MEDS and MMEF. (42 U.S.C. § 1396a(a)(7); 42 CFR § 431.300(a); 42 C.F.R. § 431.306(b); Welf. & Inst. Code § 14100.2(a).)

**Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM**

1. Quality Assessment and Performance Improvement

- A. The Contractor shall implement an ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program for the services it furnishes to beneficiaries. (42 C.F.R. § 438.330 (a).)
- B. The Contractor's QAPI Program shall improve Contractor's established outcomes through structural and operational processes and activities that are consistent with current standards of practice.
- C. The Contractor shall have a written description of the QAPI Program that clearly defines the QAPI Program's structure and elements, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) for improvement. Contractor shall evaluate the impact and effectiveness of its QAPI Program annually and update the Program as necessary per Cal. Code Regs., tit. 9, § 1810.440(a)(6). (42 C.F.R. § 438.330(e)(2).)
- D. The QAPI Program shall include collection and submission of performance measurement data required by the Department, which may include performance measures specified by CMS. The Contractor shall measure and annually report to the Department its performance, using the standard measures identified by the Department. (42 C.F.R. § 438.330 (a)(2), (b)(2), (c)(2).)
- E. The Contractor shall conduct performance monitoring activities throughout the Contractor's operations. These activities shall include, but not be limited to, beneficiary and system outcomes, utilization management, utilization review, provider appeals, credentialing and monitoring, and resolution of beneficiary grievances.
- F. The Contractor shall have mechanisms to detect both underutilization of services and overutilization of services. (42 C.F.R. § 438.330(b)(3).)
- G. The Contractor shall implement mechanisms to assess beneficiary/family satisfaction. The Contractor shall assess beneficiary/family satisfaction by:

**Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM**

- 1) Surveying beneficiary/family satisfaction with the Contractor's services at least annually;
 - 2) Evaluating beneficiary grievances, appeals and fair hearings at least annually; and
 - 3) Evaluating requests to change persons providing services at least annually.
 - 4) The Contractor shall inform providers of the results of beneficiary/family satisfaction activities.
- H. The Contractor shall implement mechanisms to monitor the safety and effectiveness of medication practices. The monitoring mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs. Monitoring shall occur at least annually.
- I. The Contractor shall implement mechanisms to address meaningful clinical issues affecting beneficiaries system-wide.
- J. The Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually.
- K. Contractor's QAPI Program shall include Performance Improvement Projects as specified in paragraph 5.

2. Quality Improvement (QI) Work Plan

1. The Contractor shall have a Quality Improvement (QI) Work Plan covering the current contract cycle with documented annual evaluations and documented revisions as needed. The QI Work Plan shall include:
 - 1) Evidence of the monitoring activities including, but not limited to, review of beneficiary grievances, appeals, expedited appeals, fair hearings, expedited fair hearings, provider appeals, and clinical

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records review as required by Cal. Code Regs., tit. 9, § 1810.440(a)(5) and 42 C.F.R. § 438.416(a);

- 2) Evidence that QI activities, including performance improvement projects, have contributed to meaningful improvement in clinical care and beneficiary service;
- 3) A description of completed and in-process QI activities, including performance improvement projects. The description shall include:
 - a. Monitoring efforts for previously identified issues, including tracking issues over time;
 - b. Objectives, scope, and planned QI activities for each year; and,
 - c. Targeted areas of improvement or change in service delivery or program design.
- 4) A description of mechanisms the Contractor has implemented to assess the accessibility of services within its service delivery area. This shall include goals for responsiveness for the Contractor's 24-hour toll-free telephone number, timeliness for scheduling of routine appointments, timeliness of services for urgent conditions, and access to after-hours care; and
- 5) Evidence of compliance with the requirements for cultural competence and linguistic competence specified in Attachments 7 and 11.

3. Quality Improvement (QI) Committee and Program

- A. The Contractor's QI program shall monitor the Contractor's service delivery system with the aim of improving the processes of providing care and better meeting the needs of its beneficiaries.
- B. The Contractor shall establish a QI Committee to review the quality of specialty mental health services provided to beneficiaries. The QI Committee shall recommend policy decisions; review and evaluate the

**Exhibit A – Attachment 5
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results of QI activities, including performance improvement projects; institute needed QI actions; ensure follow-up of QI processes; and document QI Committee meeting minutes regarding decisions and actions taken.

- C. The QI Program shall be accountable to the Contractor's Director as described in Cal. Code Regs., tit. 9, § 1810.440(a)(1).
- D. Operation of the QI program shall include substantial involvement by a licensed mental health professional. (Cal. Code. Regs., tit. 9, § 1810.440(a)(4).)
- E. The QI Program shall include active participation by the Contractor's practitioners and providers, as well as beneficiaries and family members, in the planning, design and execution of the QI Program, as described in Cal. Code. Regs., tit. 9, § 1810.440(a)(2)(A-C).
- F. QI activities shall include:
 - 1) Collecting and analyzing data to measure against the goals, or prioritized areas of improvement that have been identified;
 - 2) Identifying opportunities for improvement and deciding which opportunities to pursue;
 - 3) Identifying relevant committees internal or external to the Contractor to ensure appropriate exchange of information with the QI Committee;
 - 4) Obtaining input from providers, beneficiaries and family members in identifying barriers to delivery of clinical care and administrative services;
 - 5) Designing and implementing interventions for improving performance;
 - 6) Measuring effectiveness of the interventions;

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QUALITY IMPROVEMENT SYSTEM**

- 7) Incorporating successful interventions into the Contractor's operations as appropriate; and
- 8) Reviewing beneficiary grievances, appeals, expedited appeals, fair hearings, expedited fair hearings, provider appeals, and clinical records review as required by Cal. Code Regs., tit. 9, § 1810.440(a)(5).

4. External Quality Review

The Contractor shall undergo annual, external independent reviews of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

5. Performance Improvement Projects

- A. The Contractor shall conduct a minimum of two Performance Improvement Projects (PIPs) per year, including any PIPs required by DHCS or CMS. DHCS may require additional PIPs. One PIP shall focus on a clinical area and one on a non-clinical area. (42 C.F.R. § 438.330(b)(1) and (d)(1).) Each PIP shall:
- 1) Be designed to achieve significant improvement, sustained over time, in health outcomes and beneficiary satisfaction;
 - 2) Include measurement of performance using objective quality indicators;
 - 3) Include implementation of interventions to achieve improvement in the access to and quality of care;
 - 4) Include an evaluation of the effectiveness of the interventions based on the performance measures collected as part of the PIP; and,
 - 5) Include planning and initiation of activities for increasing or sustaining improvement. (42 C.F.R. § 438.330(d)(2).)

**Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM**

- B. The Contractor shall report the status and results of each performance improvement project to the Department as requested, but not less than once per year. (42 C.F.R. § 438.330(d)(3).)

6. Practice Guidelines

- A. The Contractor shall adopt practice guidelines. (42 C.F.R. § 438.236(b) and Cal. Code Regs., tit. 9, § 1810.326)
- B. Such guidelines shall meet the following requirements:
 - 1) They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;
 - 2) They consider the needs of the beneficiaries;
 - 3) They are adopted in consultation with contracting health care professionals; and
 - 4) They are reviewed and updated periodically as appropriate. (42 C.F.R. § 438.236(b).)
- C. Contractor shall disseminate the guidelines to all affected providers and, upon request, to beneficiaries and potential beneficiaries. (42 C.F.R. § 438.236(c).)
- D. Contractor shall take steps to assure that decisions for utilization management, beneficiary education, coverage of services, and any other areas to which the guidelines apply shall be consistent with the guidelines. (42 C.F.R. § 438.236(d))

**Exhibit A – Attachment 6
UTILIZATION MANAGEMENT PROGRAM**

1. Utilization Management

- A. The Contractor shall operate a Utilization Management Program that is responsible for assuring that beneficiaries have appropriate access to specialty mental health services as required in California Code of Regulations, title 9, section 1810.440(b)(1)-(3).
- B. The Utilization Management Program shall evaluate medical necessity, appropriateness and efficiency of services provided to Medi-Cal beneficiaries prospectively or retrospectively.
- C. Compensation to individuals or entities that conduct utilization management activities must not be structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any beneficiary. (42 C.F.R. § 438.210(e).)
- D. The Contractor may place appropriate limits on a service based on criteria applied under the State Plan, such as medical necessity and for the purpose of utilization control, provided that the services furnished are sufficient in amount, duration or scope to reasonably achieve the purpose for which the services are furnished. (42 C.F.R. § 438.210(a)(4)(i), (ii)(A).)

2. Service Authorization

- A. Contractor shall implement mechanisms to assure authorization decision standards are met. The Contractor shall:
 - 1) Have in place, and follow, written policies and procedures for processing requests for initial and continuing authorizations of services. (42 C.F.R. § 438.210(b)(1).)
 - 2) Have mechanisms in effect to ensure consistent application of review criteria for authorization decisions, and shall consult with the requesting provider when appropriate. (42 C.F.R. § 438.210(b)(2)(i-ii).)
 - 3) Have any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested be made by a health care professional who has

**Exhibit A – Attachment 6
UTILIZATION MANAGEMENT PROGRAM**

appropriate clinical expertise in addressing the beneficiary's behavioral health needs. (42 C.F.R. § 438.210(b)(3).)

- 4) Notify the requesting provider, and give the beneficiary written notice of any decision by the Contractor to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c)) The beneficiary's notice shall meet the requirements in Attachment 12, Section 10, paragraph A and Section 9, paragraph I and be provided within the timeframes set forth in Attachment 12, Section 10, paragraph B and Section 9, paragraph I.
- B. For standard authorization decisions, the Contractor shall provide notice as expeditiously as the beneficiary's condition requires not to exceed 14 calendar days following receipt of the request for service, with a possible extension of up to 14 additional calendar days when:
- 1) The beneficiary, or the provider, requests extension; or
 - 2) The Contractor justifies (to the Department upon request) a need for additional information and how the extension is in the beneficiary's interest. (42 C.F.R. § 438.210(d)(1))
- C. For cases in which a provider indicates, or the Contractor determines, that following the standard timeframe could seriously jeopardize the beneficiary's life or health or ability to attain, maintain, or regain maximum function, the Contractor shall make an expedited authorization decision and provide notice as expeditiously as the beneficiary's health condition requires and no later than 72 hours after receipt of the request for service. The Contractor may extend the 72-hour time period by up to 14 calendar days if the beneficiary requests an extension, or if the Contractor justifies (to the Department upon request) a need for additional information and how the extension is in the beneficiary's interest. (42 C.F.R. § 438.210(d)(2))
- D. The Contractor shall act on an authorization request for treatment for urgent conditions within one hour of the request. (Cal. Code Regs., tit. 9, §§ 1810.253 1810.405, subd. (c)).

**Exhibit A – Attachment 6
UTILIZATION MANAGEMENT PROGRAM**

- E. The Contractor shall not require prior authorization for an emergency admission for psychiatric inpatient hospital services, whether the admission is voluntary or involuntary. (Cal. Code Regs., tit. 9, §§ 1820.200(d) and 1820.225). The Contractor that is the MHP of the beneficiary being admitted on an emergency basis shall approve a request for payment authorization if the beneficiary meets the criteria for medical necessity and the beneficiary, due to a mental disorder, is a current danger to self or others, or immediately unable to provide for, or utilize, food, shelter or clothing. (Cal Code Regs, tit. 9 §§ 1820.205 and 1820.225).
- F. The Contractor may not require prior authorization for an emergency admission to a psychiatric health facility when the beneficiary has an emergency psychiatric condition. (Cal. Code Regs., tit. 9, §§ 1810.216 and 1830.245).
- G. A Contractor shall authorize out of network services when a beneficiary with an emergency psychiatric condition is admitted on an emergency basis for psychiatric inpatient hospital services or psychiatric health facility services (Cal. Code Regs., tit. 9 §§ 1830.220, 1810.216, 1820.225, and 1830.245).
- H. The Contractor shall define service authorization request in a manner that at least includes a beneficiary's request for the provision of a service. (42 C.F.R. § 431.201)

Exhibit A – Attachment 7
ACCESS AND AVAILABILITY OF SERVICES

1. Beneficiary Enrollment

- A. Medi-Cal eligible beneficiaries are automatically enrolled in the single MHP in their county. (1915(b) waiver, § A, part I, para. A, p. 31.)
- B. The Contractor shall be responsible for providing or arranging and paying for specialty mental health services for Medi-Cal eligible individuals in its county who require an assessment or meet medical necessity criteria for specialty mental health services. (Cal. Code Regs. tit. 9, §1810.228.) The Contractor shall accept these individuals in the order in which they are referred (including self-referral) without restriction (unless authorized by CMS), up to the limits set under this Contract. (42 C.F.R. § 438.3(d)(1).)
- C. The Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet medical necessity criteria for specialty mental health services. (42 C.F.R. § 438.3(d)(3).)
- D. The Contractor shall not discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet medical necessity criteria for specialty mental health services on the basis of race, color, national origin, sex, sexual orientation, gender identity, or disability and will not use any policy or practice that has the effect of discriminating on the basis of race, color, or national origin, sex, sexual orientation gender identity, or disability. (42 C.F.R. § 438.3(d)(4).)

2. Cultural Competence

- A. The Contractor shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. (42 C.F.R. § 438.206(c)(2).)
- B. The Contractor shall comply with the provisions of the Contractor's Cultural Competence Plan submitted and approved by the Department. The Contractor shall update the Cultural Competence Plan and submit these updates to the Department for review and approval annually. (Cal. Code Regs., tit. 9, § 1810.410, subds. (c)-(d).)

**Exhibit A – Attachment 7
ACCESS AND AVAILABILITY OF SERVICES**

3. Out-of-Network Services

- A. If the Contractor's provider network is unable to provide necessary services, covered under this Contract, to a particular beneficiary, the Contractor shall adequately and timely cover the services out of network, for as long as the Contractor's provider network is unable to provide them. (42 C.F.R. § 438.206(b)(4).)
- B. The Contractor shall require that out-of-network providers coordinate authorization and payment with the Contractor. The Contractor must ensure that the cost to the beneficiary for services provided out of network pursuant to an authorization is no greater than it would be if the services were furnished within the Contractor's network, consistent with California Code of Regulations., title 9, section 1810.365. (42 C.F.R. § 438.206(b)(5).)
- C. Contractor shall comply with the requirements of California. Code of Regulations, title 9, section 1830.220 regarding providing beneficiaries access to out-of-network providers when a provider is available in Contractor's network.

4. Procedures for Serving Child Beneficiaries Placed Out-of-County

- A. In accordance with Cal. Code Regs., tit. 9, § 1830.220, the Contractor in the child's county of origin shall provide or arrange for medically necessary specialty mental health services for children in a foster care aid code residing outside their counties of origin.
- B. The Contractor shall use the standard forms issued by the Department, or the electronic equivalent of those forms generated from the Contractor's Electronic Health Record System, when a child in a foster care aid code is placed outside of his/her county of origin. The standard forms are:
 - 1) Client Assessment,
 - 2) Client Plan,
 - 3) Service Authorization Request,
 - 4) Client Assessment Update,
 - 5) Progress Notes – Day Treatment Intensive Services,

Exhibit A – Attachment 7
ACCESS AND AVAILABILITY OF SERVICES

- 6) Progress Notes – Day Rehabilitation Services,
 - 7) Organizational Provider Agreement (Standard Contract).
- C. The Contractor may request an exemption from using the standard documents if the Contractor is subject to an externally placed requirement, such as a federal integrity agreement, that prevents the use of the standardized forms. The Contractor shall request this exemption from the Department in writing.
- D. The Contractor shall ensure that the MHP in the child’s adoptive parents’ county of residence provides medically necessary specialty mental health services to a child in an Adoption Assistance Program (AAP) aid code residing outside his or her county of origin in the same way as the MHP would provide services to an in-county child for whom the MHP is listed as the county of responsibility on the Medi-Cal Eligibility Data System (MEDS).
- E. The MHP in the child’s legal guardians’ county of residence shall provide medically necessary specialty mental health services to a child in a Kin-GAP aid code residing outside his or her county of origin in the same way that it would provide services to any other child for whom the MHP is listed as the county of responsibility in MEDS.
- F. The Contractor shall comply with timelines specified in Cal. Code Regs., tit. 9, § 1830.220(b)(4)(A)(1-3), when processing or submitting authorization requests for children in a foster care, AAP, or Kinship Guardian Assistance Payment (Kin-GAP) aid code living outside his or her county of origin.
- G. The Contractor shall submit changes to its procedures for serving beneficiaries placed outside their counties of origin pursuant to Welf. & Inst. Code § 14716 when those changes affect 25 percent or more of the Contractor’s beneficiaries placed out of county. The Contractor’s submission shall also include significant changes in the description of the Contractor’s procedures for providing out-of-plan services in accordance with Cal. Code Regs., tit. 9, § 1830.220, when a beneficiary requires services or is placed in a county not covered by the Contractor’s normal procedures.

Exhibit A – Attachment 7
ACCESS AND AVAILABILITY OF SERVICES

5. Indian Beneficiaries

The Contractor shall permit an Indian beneficiary who is eligible to receive services from an Indian health care provider (IHCP) participating as a network provider, to choose that IHCP as his or her provider, as long as that provider has capacity to provide the services. (42 C.F.R. § 438.14(b)(3).) The Contractor shall demonstrate it has sufficient IHCPs participating in its provider network to ensure timely access to services available under the contract from such providers for Indian beneficiaries who are eligible to receive services. (42 C.F.R. § 438.14(b)(1).) The Contractor shall permit Indian beneficiaries to obtain covered services from out- of-network IHCPs if the beneficiaries are otherwise eligible to receive such services. (42 C.F.R. § 438.14(b)(4).) The Contractor shall permit an out-of-network IHCP to refer an Indian beneficiary to a network provider. (42 C.F.R. § 438.14(b)(6).)

**Exhibit A – Attachment 8
PROVIDER NETWORK**

1. Enrollment and Screening

- A. The Contractor shall ensure that all network providers are enrolled with the state as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 Code of Federal Regulations part 455, subparts B and E. (42 C.F.R. § 438.608(b).)
- B. The Contractor may execute network provider agreements, pending the outcome of screening, enrollment, and revalidation, of up to 120 days but must terminate a network provider immediately upon determination that the network provider cannot be enrolled, or the expiration of one 120 day period without enrollment of the provider, and notify affected beneficiaries. (42 C.F.R. § 438.602(b)(2).)

2. Assessment of Capacity

- A. The Contractor shall implement mechanisms to assess the capacity of service delivery for its beneficiaries. This includes monitoring the number, type, and geographic distribution of mental health services within the Contractor's delivery system.
- B. The Contractor shall implement mechanisms to assess the accessibility of services within its service delivery area. This shall include the assessment of responsiveness of the Contractor's 24-hour toll-free telephone number, timeliness of scheduling routine appointments, timeliness of services for urgent conditions, and access to after-hours care.

3. Network Adequacy

- A. The Contractor shall ensure that all services covered under this Contract are available and accessible to beneficiaries in a timely manner. 42 C.F.R. § 438.206(a)
- B. Maintain and monitor a network of appropriate providers that is supported by written agreements for subcontractors and that is sufficient to provide adequate access to all services covered under this contract for all beneficiaries, including those with limited English proficiency or physical or mental disabilities. The Contractor shall ensure that network providers

**Exhibit A – Attachment 8
PROVIDER NETWORK**

provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)

- C. The Contractor shall adhere to, in all geographic areas within the county, the time and distance standards for adult and pediatric mental health providers developed by the Department. (42 C.F.R. § 438.68(a), (b)(1)(iii), (3), 438.206(a).)
- D. The Contractor may submit to the Department a request for Alternate Access Standards. The Department will evaluate requests and grant appropriate exceptions to the state developed standards.

4. Timely Access

- A. Timely Access. In accordance with 42 C.F.R. § 438.206(c)(1), the Contractor shall comply with the requirements set forth in Cal. Code Cal. Code Regs., tit. 9, §1810.405, including the following:
 - 1) Meet and require its providers to meet Department standards for timely access to care and services, taking into account the urgency of need for services.
 - 2) Require subcontracted providers to have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the Contractor shall require that hours of operation are comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Contractor, or another Mental Health Plan.
 - 3) Make services available to beneficiaries 24 hours a day, 7 days a week, when medically necessary.
 - 4) Establish mechanisms to ensure that network providers comply with the timely access requirements;
 - 5) Monitor network providers regularly to determine compliance with timely access requirements;

**Exhibit A – Attachment 8
PROVIDER NETWORK**

- 6) Take corrective action if there is a failure to comply with timely access requirements.
- 7) The timeliness standards specified in California Code of Regulations section 1810.405 and Welf. Inst. Code § 14717.1 apply to out-of-plan services, as well as in-plan services.

5. Documentation of Network Adequacy

- A. The Contractor shall give assurances to the Department and provide supporting documentation that demonstrates Contractor has the capacity to serve the expected enrollment in its service area in accordance with the network adequacy standards developed by the Department as required by departmental guidance and regulation. (42 C.F.R. § 438.207(a).)
- B. The Contractor shall submit documentation to the Department, in a format specified by the Department, to demonstrate that it complies with the following requirements:
 - 1) Offers an appropriate range of specialty services that are adequate for the anticipated number of beneficiaries for the service area.
 - 2) Maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated number of beneficiaries in the service area. (42 C.F.R. § 438.207(b).)
- C. The Contractor shall submit the documentation as specified by the Department, but no less frequently than the following:
 - 1) At the time it enters into this Contract with the Department;
 - 2) On an annual basis; and
 - 3) At any time there has been a significant change, as defined by the Department, in Contractor's operations that would affect the adequacy and capacity of services, including the following:
 - a) A decrease of 25 percent or more in services or providers available to beneficiaries;

**Exhibit A – Attachment 8
PROVIDER NETWORK**

- b) Changes in benefits;
 - c) Changes in geographic service area;
 - d) Composition of or payments to Contractor's provider network; or
 - e) Enrollment of a new population in Contractor's county. (42 C.F.R. § 438.207(c).)
- D. The Contractor shall include details regarding the change and Contractor's plans to ensure beneficiaries continue to have access to adequate services and providers.

6. Choice of Provider

The Contractor shall provide a beneficiary's choice of the person providing services to the extent possible and appropriate consistent with Cal. Code Regs., tit. 9, §1830.225 and 42 Code of Federal Regulations part 438.3(l).

7. Provider Selection

- A. The Contractor shall have written policies and procedures for selection and retention of providers. (42 C.F.R. § 438.214(a).)
- B. Contractor's policies and procedures for selection and retention of providers must not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment. (42 C.F.R. §§ 438.12(a)(2), 438.214(c).)
- C. In all subcontracts with network providers, the Contractor must follow the Department's uniform credentialing and re-credentialing policy. The Contractor must follow a documented process for credentialing and re-credentialing of network providers. (42 C.F.R. §§ 438.12(a)(2), , 438.214(b).)
- D. The Contractor shall not employ or subcontract with providers excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Act. (42 C.F.R. § 438.214(d).)

**Exhibit A – Attachment 8
PROVIDER NETWORK**

- E. The Contractor may not discriminate in the selection, reimbursement, or indemnification of any provider who is acting within the scope of his or her license or certification under applicable state law, solely on the basis of that license or certification. (42 C.F.R. § 438.12(a)(1).)
- F. The Contractor shall give practitioners or groups of practitioners who apply to be MHP contract providers and with whom the MHP decides not to contract written notice of the reason for a decision not to contract. (42 C.F.R. § 438.12(a)(1).)
- G. Paragraphs A-F, above, may not be construed to:
 - 1) Require the Contractor to subcontract with providers beyond the number necessary to meet the needs of its beneficiaries;
 - 2) Preclude the Contractor from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or
 - 3) Preclude the Contractor from establishing measures that are designed to maintain quality of services and control costs and are consistent with its responsibilities to beneficiaries. (42 C.F.R. § 438.12(b).)
- H. Upon request, Contractor shall demonstrate to the Department that its providers are credentialed as required by paragraph C. (42 C.F.R. § 438.206(b)(6))
- I. The Contractor shall establish individual, group and organizational provider selection criteria as provided for in Cal. Code Regs., tit. 9, § 1810.435.
- J. Contractor shall only use licensed, registered, or waived providers acting within their scope of practice for services that require a license, waiver, or registration. (Cal. Code Regs., tit. 9, § 1840.314(d).)
- K. The Contractor is not located outside of the United States. (42 C.F.R. § 602(i).)

**Exhibit A – Attachment 8
PROVIDER NETWORK**

8. Provider Certification

- A. The Contractor shall comply with California Code of Regulations, title 9, section 1810.435, in the selection of providers and shall review its providers for continued compliance with standards at least once every three years.
- B. The Contractor shall comply with the provisions of 42 Code of Federal Regulations, sections parts 455.104, 455.105, 1002.203 and 1002.3, which relate to the provision of information about provider business transactions and provider ownership and control, prior to entering into a contract and during certification or re-certification of the provider.
- C. “Satellite site” means a site owned, leased or operated by an organizational provider at which specialty mental health services are delivered to beneficiaries fewer than 20 hours per week, or, if located at a multiagency site at which specialty mental health services are delivered by no more than two employees or contractors of the provider.
- D. The Contractor shall certify, or use another mental health plan’s certification documents to certify, the organizational providers that subcontract with the Contractor to provide covered services in accordance with California Code of Regulations, title 9, section 1810.435, and the requirements specified prior to the date on which the provider begins to deliver services under the contract, and once every three years after that date. The on-site review required by California Code of Regulations, title 9, section 1810.435(d), as a part of the certification process, shall be made of any site owned, leased, or operated by the provider and used to deliver covered services to beneficiaries, except that on-site review is not required for public school or satellite sites.
- E. The Contractor may allow an organizational provider to begin delivering covered services to beneficiaries at a site subject to on-site review prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the provider may begin delivering covered services at a site subject to on-site review is the latest of these three (3) dates: 1) the date the provider’s request for certification is received by the Department in accordance with the Contractor’s certification procedures; 2) the date the site was operational; or 3) the date a required fire clearance was obtained. The Contractor shall complete any required on-site review of a provider’s sites within six months of the

**Exhibit A – Attachment 8
PROVIDER NETWORK**

date the provider begins delivering covered services to beneficiaries at the site.

- F. The Contractor may allow an organizational provider to continue delivering covered services to beneficiaries at a site subject to on-site review as part of the recertification process prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the recertification of the provider is due.
- G. The Contractor and/or the Department shall each verify through an on-site review that:
- 1) The organizational provider possesses the necessary license to operate, if applicable, and any required certification.
 - 2) The space owned, leased or operated by the provider and used for services or staff meets local fire codes.
 - 3) The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary, and in good repair.
 - 4) The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well-being of beneficiaries and staff.
 - 5) The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required state or federal notices (DRA), and procedures for reporting unusual occurrences relating to health and safety issues.
 - 6) The organizational provider maintains client records in a manner that meets the requirements of the Contractor, the requirements of Attachment 10; Exhibit 2, Attachment 2, Section 11 and Section 13 Paragraph B; and applicable state and federal standards.
 - 7) The organizational provider has sufficient staff to allow the Contractor to claim federal financial participation (FFP) for the services that the organizational provider delivers to beneficiaries,

**Exhibit A – Attachment 8
PROVIDER NETWORK**

as described in California Code of Regulations, title 9, sections 1840.344 through 1840.358, as appropriate and applicable.

- 8) The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
- 9) The organizational provider's head of service, as defined California Code of Regulations, title 9, sections 622 through 630, is a licensed mental health professional or other appropriate individual as described in these sections.
- 10) For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:
 - a) All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
 - b) Drugs intended for external use only and food stuffs are stored separately from drugs intended for internal use.
 - c) All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
 - d) Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
 - e) Drugs are not retained after the expiration date. Intramuscular multi-dose vials are dated and initialed when opened.
 - f) A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
 - g) Policies and procedures are in place for dispensing, administering and storing medications.

**Exhibit A – Attachment 8
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- H. For organizational providers that provide day treatment intensive or day rehabilitation, the provider has a written description of the day treatment intensive and/or day rehabilitation program that complies with Attachment 2, Section 2 of this exhibit.
- I. When an on-site review of an organizational provider would not otherwise be required and the provider offers day treatment intensive and/or day rehabilitation, the Contractor or the Department, as applicable, shall, at a minimum, review the provider's written program description for compliance with the requirements of Attachment 2, Section 2 of this exhibit.
- J. On-site review is not required for hospital outpatient departments which are operating under the license of the hospital. Services provided by hospital outpatient departments may be provided either on the premises or off-site.
- K. On-site review is not required for primary care and psychological clinics, as defined in Health and Safety Code section 1204.1 and licensed under the Health and Safety Code. Services provided by the clinics may be provided on the premises in accordance with the conditions of the clinic's license.
- L. When on-site review of an organizational provider is required, the Contractor or the Department, as applicable, shall conduct an on-site review at least once every three years. Additional certification reviews of organizational providers may be conducted by the Contractor or Department, as applicable, at its discretion, if:
 - 1) The provider makes major staffing changes.
 - 2) The provider makes organizational and/or corporate structure changes (example: conversion to non-profit status).
 - 3) The provider adds day treatment or medication support services when medications are administered or dispensed from the provider site.
 - 4) There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).

**Exhibit A – Attachment 8
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- 5) There is a change of ownership or location.
 - 6) There are complaints regarding the provider.
 - 7) There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.
- M. The Contractor shall monitor the performance of its subcontractors on an ongoing basis for compliance with the terms of this contract and shall subject the subcontractors' performance to periodic formal review, at a minimum in accordance with the recertification requirements. If the Contractor identifies deficiencies or areas for improvement, the Contractor and the subcontractor shall take corrective action.
- N. In addition, Contractor may accept the certification of a provider by another Mental Health Plan, or by the Department, in order to meet the Contractor's obligations under Attachment 8, Sections 7 and 8. However, regardless of any such delegation to a subcontracting entity or acceptance of a certification by another MHP.

9. Provider Beneficiary Communications

- A. The Contractor shall not prohibit nor otherwise restrict, a licensed, waived, or registered professional, as defined in California Code of Regulations, title 9, sections 1810.223 and 1810.254, who is acting within the lawful scope of practice, from advising or advocating on behalf of a beneficiary for whom the provider is providing mental health services for any of the following:
- 1) The beneficiary's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;
 - 2) Information the beneficiary needs in order to decide among all relevant treatment options;
 - 3) The risks, benefits, and consequences of receiving treatment or not receiving treatment; and

**Exhibit A – Attachment 8
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- 4) The beneficiary's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions. (42 C.F.R. § 438.102(a)(1).)

10. Provider Notifications

- A. The Contractor shall inform providers and subcontractors, at the time they enter into a contract, about:
 - 1) Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424.
 - 2) The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.
 - 3) The availability of assistance to the beneficiary with filing grievances and appeals.
 - 4) The beneficiary's right to request a State fair hearing after the Contractor has made a determination on an beneficiary's appeal, which is adverse to the beneficiary.
 - 5) The beneficiary's right to request continuation of benefits that the Contractor seeks to reduce or terminate during an appeal or state fair hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or state fair hearing is pending if the final decision is adverse to the beneficiary.

**Exhibit A – Attachment 9
DOCUMENTATION REQUIREMENTS**

1. Documentation Standards

The Contractor shall set standards and implement processes that will support understanding of, and compliance with, documentation standards set forth in this section and any standards set by the Contractor. The Contractor may monitor performance so that the documentation of care provided will satisfy the requirements set forth below. The documentation standards for beneficiary care are minimum standards to support claims for the delivery of specialty mental health services. All standards shall be addressed in the beneficiary record; however, there is no requirement that the records have a specific document or section addressing these topics.

A. Assessment

- 1) The Contractor shall ensure that the following areas are included, as appropriate, as part of a comprehensive beneficiary record when an assessment has been performed. For children or certain other beneficiaries unable to provide a history, this information may be obtained from the parents/care-givers, etc.
 - a) Presenting Problem. The beneficiary's chief complaint, history of the presenting problem(s), including current level of functioning, relevant family history and current family information;
 - b) Relevant conditions and psychosocial factors affecting the beneficiary's physical health and mental health; including, as applicable, living situation, daily activities, social support, cultural and linguistic factors and history of trauma or exposure to trauma;
 - c) Mental Health History. Previous treatment, including providers, therapeutic modality (e.g., medications, psychosocial treatments) and response, and inpatient admissions. If possible, include information from other sources of clinical data, such as previous mental health records, and relevant psychological testing or consultation reports;

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DOCUMENTATION REQUIREMENTS**

- d) Medical History. Relevant physical health conditions reported by the beneficiary or a significant support person. Include name and address of current source of medical treatment. For children and adolescents, the history must include prenatal and perinatal events and relevant/significant developmental history. If possible, include other medical information from medical records or relevant consultation reports;
- e) Medications. Information about medications the beneficiary has received, or is receiving, to treat mental health and medical conditions, including duration of medical treatment. The assessment shall include documentation of the absence or presence of allergies or adverse reactions to medications, and documentation of an informed consent for medications;
- f) Substance Exposure/Substance Use. Past and present use of tobacco, alcohol, caffeine, CAM (complementary and alternative medications) and over-the-counter, and illicit drugs;
- g) Client Strengths. Documentation of the beneficiary's strengths in achieving client plan goals related to the beneficiary's mental health needs and functional impairments as a result of the mental health diagnosis;
- h) Risks. Situations that present a risk to the beneficiary and/or others, including past or current trauma;
- i) A mental status examination;
- j) A complete diagnosis from the most current DSM, or a diagnosis from the most current ICD-code shall be documented, consistent with the presenting problems, history, mental status examination and/or other clinical data; and,
- k) Additional clarifying formulation information, as needed.

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DOCUMENTATION REQUIREMENTS**

- 2) Timeliness/Frequency Standard for Assessment. The Contractor shall establish written standards for timeliness and frequency for the elements identified in item A of this section.

B. Client Plans

- 1) The Contractor shall ensure that Client Plans:
- a) Have specific observable and/or specific quantifiable goals/treatment objectives related to the beneficiary's mental health needs and functional impairments as a result of the mental health diagnosis;
 - b) Identify the proposed type(s) of intervention/modality including a detailed description of the intervention to be provided;
 - c) Have a proposed frequency and duration of intervention(s);
 - d) Have interventions that focus and address the identified functional impairments as a result of the mental disorder (from Cal. Code Regs., tit. 9, § 1830.205(b)); have interventions that are consistent with the client plan goal;
 - e) Be consistent with the qualifying diagnoses;
 - f) Be signed (or electronic equivalent) by:
 - i. The person providing the service(s), or,
 - ii. A person representing a team or program providing services, or
 - iii. A person representing the Contractor providing services; or
 - iv. By one of the following as a co-signer, if the client plan is used to establish that services are provided under the

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direction of an approved category of staff, and if the signing staff is not of the approved category:

- a) A physician,
 - b) A licensed/waivered psychologist,
 - c) A licensed/registered/waivered social worker,
 - d) A licensed/registered/waivered marriage and family therapist, or
 - e) A registered nurse, including but not limited to nurse practitioners, and clinical nurse specialists.
- g) Include documentation of the beneficiary's participation in and agreement with the client plan, as described in Cal. Code Regs., tit. 9, § 1810.440(c)(2)(A)(B).
- i. Examples of acceptable documentation include, but are not limited to, reference to the beneficiary's participation and agreement in the body of the plan, beneficiary signature on the plan, or a description of the beneficiary's participation and agreement in the client record;
 - ii. The beneficiary's signature or the signature of the beneficiary's legal representative is required on the client plan when:
 - a) The beneficiary is expected to be in long term treatment as determined by the MHP and,
 - b) The client plan provides that the beneficiary will be receiving more than one type of specialty mental health service;

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- iii. When the beneficiary's signature or the signature of the beneficiary's legal representative is required on the client plan and the beneficiary refuses or is unavailable for signature, the client plan shall include a written explanation of the refusal or unavailability.
- 2) There shall be documentation in the client plan that a copy of the client plan was offered to the beneficiary.
- 3) The client plan shall be updated at least annually, or when there are significant changes in the beneficiary's condition.

C. Progress Notes

- 1) The Contractor shall ensure that progress notes describe how services provided reduced impairment, restored functioning, or prevented significant deterioration in an important area of life functioning outlined in the client plan. Items that shall be contained in the client record related to the beneficiary's progress in treatment include:
 - a) Timely documentation of relevant aspects of beneficiary care, including documentation of medical necessity;
 - b) Documentation of beneficiary encounters, including relevant clinical decisions, when decisions are made, alternative approaches for future interventions;
 - c) Interventions applied, beneficiary's response to the interventions and the location of the interventions;
 - d) The date the services were provided;
 - e) Documentation of referrals to community resources and other agencies, when appropriate;
 - f) Documentation of follow-up care, or as appropriate, a discharge summary; and

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- g) The amount of time taken to provide services; and
 - h) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure, or job title.
- 2) Timeliness/Frequency of Progress Notes. Progress notes shall be documented at the frequency by type of service indicated below:
- a) Every Service Contact:
 - i. Mental Health Services;
 - ii. Medication Support Services;
 - iii. Crisis Intervention;
 - iv. Targeted Case Management;
 - b) Daily:
 - i. Crisis Residential;
 - ii. Crisis Stabilization (1x/23hr);
 - iii. Day Treatment Intensive; and
 - c) Weekly:
 - i. Day Treatment Intensive: a clinical summary reviewed and signed by a physician, a licensed/waivered psychologist, clinical social worker, or marriage and family therapist; or a registered nurse who is either staff to the day treatment intensive program or the person directing the service;
 - ii. Day Rehabilitation;
 - iii. Adult Residential.

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D. Other

- 1) All entries to the beneficiary record shall be legible.
- 2) All entries in the beneficiary record shall include:
 - a) The date of service;
 - b) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure or job title; and the relevant identification number, if applicable.
 - c) The date the documentation was entered in the beneficiary record.
- 3) The Contractor shall have a written definition of what constitutes a long term care beneficiary.
- 4) Contractor shall require providers to obtain and retain a written medication consent form signed by the beneficiary agreeing to the administration of psychiatric medication. This documentation shall include, but not be limited to, the reasons for taking such medications; reasonable alternative treatments available, if any; the type, range of frequency and amount, method (oral or injection), and duration of taking the medication; probable side effects; possible additional side effects which may occur to beneficiaries taking such medication beyond three (3) months; and that the consent, once given, may be withdrawn at any time by the beneficiary.

Exhibit A – Attachment 10
COORDINATION AND CONTINUITY OF CARE

A. Coordination of Care

- A. The Contractor shall implement procedures to deliver care to and coordinate services for all of its beneficiaries. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:
- 1) Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).)
 - 2) Coordinate the services the Contractor furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services the Contractor furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries. (42 C.F.R. § 438.208(b)(2)(i)-(iv), Cal. Code Regs., tit. 9 § 1810.415.)
 - 3) The Contractor shall share with the Department or other managed care entities serving the beneficiary the results of any identification and assessment of that beneficiary's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)
 - 4) Ensure that each provider furnishing services to beneficiaries maintains and shares, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)
 - 5) Ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)

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COORDINATION AND CONTINUITY OF CARE**

- B. The Contractor shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving the Contractor's beneficiaries. The Contractor shall notify the Department in writing if the Contractor is unable to enter into an MOU or if an MOU is terminated, providing a description of the Contractor's good faith efforts to enter into or maintain the MOU. The MHP shall monitor the effectiveness of its MOU with Medi-Cal managed care plans. (Cal. Code Regs., tit. 9, § 1810.370.)

- C. The Contractor shall implement a transition of care policy that is consistent with federal requirements and complies with the Department's transition of care policy. (42 C.F.R. § 438.62(b)(1)-(2).)

**Exhibit A – Attachment 11
INFORMATION REQUIREMENTS**

1. Basic Requirements

- A. The Contractor shall provide information in a manner and format that is easily understood and readily accessible to beneficiaries. (42 C.F.R. § 438.10(c)(1).) The Contractor shall provide all written materials for beneficiaries in easily understood language, format, and alternative formats that take into consideration the special needs of beneficiaries. (42 C.F.R. § 438.10(d)(6).) The Contractor shall inform beneficiaries that information is available in alternate formats and how to access those formats. (42 C.F.R. § 438.10.)
- B. The Contractor shall provide the required information in this section to each beneficiary when first receiving Specialty Mental Health Services and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)
- C. The Contractor shall operate a website that provides the content required in this section. (42 C.F.R. § 438.10.)
- D. For consistency in the information provided to beneficiaries, the Contractor shall use the Department developed definitions for managed care terminology, including: appeal, excluded services, grievance, hospitalization, hospital outpatient care, medically necessary, network, non-participating provider, physician services, plan, preauthorization, participating provider, provider, skilled nursing care, and urgent care. (42 C.F.R. 438.10(c)(4)(i).)
- E. The Contractor shall use Department developed model beneficiary handbooks and beneficiary notices that describe the transition of care policies for beneficiaries. (42 C.F.R. 438.62(b)(3).)
- F. Beneficiary information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:
- 1) The format is readily accessible;
 - 2) The information is placed in a location on the Contractor's website that is prominent and readily accessible;
 - 3) The information is provided in an electronic form which can be electronically retained and printed;

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INFORMATION REQUIREMENTS**

- 4) The information is consistent with the content and language requirements of this Attachment; and
 - 5) The beneficiary is informed that the information is available in paper form without charge upon request and provides it upon request within 5 business days. (42 C.F.R. 438.10(c)(6).)
- G. The Contractor shall have in place mechanisms to help beneficiaries and potential beneficiaries understand the requirements and benefits of the plan. (42 C.F.R. 438.10(c)(7).)

2. Information Provided to Beneficiaries

- A. The Contractor shall provide information to beneficiaries and potential beneficiaries including, at a minimum, all of the following:
- 1) The basic features of managed care. (42 C.F.R. § 438.10(e)(2)(ii).)
 - 2) The mandatory enrollment process. (42 C.F.R. § 438.10(e)(2)(iii).)
 - 3) The service area covered by the Contractor. (42 C.F.R. § 438.10(e)(2)(iv).)
 - 4) Covered benefits, including:
 - a. Which benefits are provided by the Contractor; and,
 - b. Which, if any, benefits are provided directly by the State.
 - 5) The provider directory. (42 C.F.R. § 438.10(e)(2)(vi).)
 - 6) Any cost-sharing that will be imposed by the Contractor consistent with the State Plan. (42 C.F.R. §§ 438.10(e)(2)(vii); State Plan § 4.18.)
 - 7) The requirements for the Contractor to provide adequate access to covered services, including the network adequacy standards established in 42 Code of Federal Regulations part 438.68. (42 C.F.R. § 438.10(e)(2)(viii).)

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- 8) The Contractor's responsibilities for coordination of care. (42 C.F.R. § 438.10(e)(2)(ix).)
- 9) To the extent available, quality and performance indicators for the Mental Health Plan, including beneficiary satisfaction. (42 C.F.R. § 438.10(e)(2)(x).)
- B. The Contractor shall make a good faith effort to give written notice of termination of a contracted provider, within 15 calendar days after receipt or issuance of the termination notice, to each beneficiary who was seen on a regular basis by the terminated provider. (42 C.F.R. § 438.10(f)(1).)

3. Language and Format

- A. The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii).)
- B. The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no cost. Large print means printed in a font size no smaller than 18 point. (42 C.F.R. § 438.10(d)(3).)
- C. The Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and Contractor's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3).)
 - 1) The Contractor shall include taglines in the prevalent non-English languages in the state, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided. (42 C.F.R. § 438.10(d)(2).)
 - 2) The Contractor shall include taglines in the prevalent non-English languages in the state, as well as large print, explaining the availability of the toll-free and Teletypewriter Telephone/Text Telephone (TTY/TDY) telephone number of the Contractor's member/customer service unit. (42 C.F.R. § 438.10(d)(3).)

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INFORMATION REQUIREMENTS**

- 3) The Contractor shall notify beneficiaries that written translation is available in prevalent languages free of cost and shall notify beneficiaries how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Cal. Code Regs., tit. 9, § 1810.410, subd. (e), para. (4).)
 - 4) Prevalent non-English language means a language identified as the primary language of 3,000 beneficiaries or five percent of the beneficiary population (whichever is lower) in the Contractor's service area as indicated on MEDs. (42 C.F.R. § 438.10(a), Cal. Code Regs., tit. 9, § 1810.410, subd. (a), para. (3).)
- D. The Contractor shall make auxiliary aids and services available upon request and free of charge to each beneficiary. (42 C.F.R. § 438.10(d)(3)-(4).) Contractor shall also notify beneficiaries how to access these services. (42 C.F.R. § 438.10(d) (5)(ii)-(iii).)
- E. The Contractor shall make oral interpretation and auxiliary aids, such as TTY/TDY and American Sign Language (ASL), available and free of charge for any language. (42 C.F.R. § 438.10(d)(2), (4)-(5).) Contractor shall notify beneficiaries that the service is available and how to access those services. (42 C.F.R. § 438.10(d)(5)(i), (iii).)

4. Handbook

- A. The Contractor shall provide beneficiaries with a copy of the handbook and provider directory when the beneficiary first accesses services and thereafter upon request. (Cal. Code Regs., tit. 9, § 1810.360.)
- B. The Contractor shall ensure that the handbook includes the current toll-free telephone number(s) that provides information in threshold languages and is available twenty-four hours a day, seven days a week. (Cal. Code Regs., tit. 9, § 1810.405, subd. (d).)
- C. The beneficiary handbook shall include information that enables the beneficiary to understand how to effectively use the managed care program. This information shall include, at a minimum:
 - 1) Benefits provided by the Contractor. (42 C.F.R. § 438.10(g)(2)(i).)

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- 2) How and where to access any benefits provided by the Contractor, including any cost sharing, and how transportation is provided. (42 C.F.R. § 438.10(g)(2)(ii).)
- a) The amount, duration, and scope of benefits available under the Contract in sufficient detail to ensure that beneficiaries understand the benefits to which they are entitled. (42 C.F.R. § 438.10(g)(2)(iii).)
 - b) Procedures for obtaining benefits, including any requirements for service authorizations and/or referrals for specialty care and for other benefits not furnished by the beneficiary's provider. (42 C.F.R. § 438.10(g)(2)(iv).)
 - c) Any restrictions on the beneficiary's freedom of choice among network providers. (42 C.F.R. § 438.10(g)(2)(vi).)
 - d) The extent to which, and how, beneficiaries may obtain benefits from out-of-network providers. (42 C.F.R. § 438.10(g)(2)(vii).)
 - e) Cost sharing, if any, consistent with the State Plan. (42 C.F.R. § 438.10(g)(2)(viii); State Plan § 4.18.)
 - f) Beneficiary rights and responsibilities, including the elements specified in § 438.100 as specified in Section 7 of this Attachment. (42 C.F.R. § 438.10(g)(2)(ix).)
 - g) The process of selecting and changing the beneficiary's provider. (42 C.F.R. § 438.10(g)(2)(x).)
 - h) Grievance, appeal, and fair hearing procedures and timeframes, consistent with 42 C.F.R. §§ 438.400 through 438.424, in a state-developed or state-approved description. Such information shall include:
 - 1) The right to file grievances and appeals;
 - 2) The requirements and timeframes for filing a grievance or appeal;

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- 3) The availability of assistance in the filing process;
- 4) The right to request a state fair hearing after the Contractor has made a determination on a beneficiary's appeal which is adverse to the beneficiary;
- 5) The fact that, when requested by the beneficiary, benefits that the Contractor seeks to reduce or terminate will continue if the beneficiary files an appeal or a request for state fair hearing within the timeframes specified for filing, and that the beneficiary may, consistent with state policy, be required to pay the cost of services furnished while the appeal or state fair hearing is pending if the final decision is adverse to the beneficiary. (42 C.F.R. § 438.10(g)(2)(xi).)
 - i) How to exercise an advance directive, as set forth in 42 C.F.R. 438.3(j). (42 C.F.R. § 438.10(g)(2)(xii).)
 - j) How to access auxiliary aids and services, including additional information in alternative formats or languages. (42 C.F.R. § 438.10(g)(2)(xiii).)
 - k) The Contractor's toll-free telephone number for member services, medical management, and any other unit providing services directly to beneficiaries. (42 C.F.R. § 438.10(g)(2)(xiv).)
 - l) Information on how to report suspected fraud or abuse. (42 C.F.R. § 438.10(g)(2)(xv).)
 - m) Additional information that is available upon request, includes the following:
 - 1) Information on the structure and operation of the Contractor.

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- 2) Physician incentive plans as set forth in 42 C.F.R. § 438.3(i). (42 C.F.R. § 438.10(f)(3).)
- D. The Contractor shall give each beneficiary notice of any significant change (as defined by the Department) to information in the handbook at least 30 days before the intended effective date of the change. (42 C.F.R. § 438.10(g)(4).)
- E. Consistent with 42 Code of Federal Regulations part 438.10(g)(3) and California Code of Regulations, title 9, section 1810.360, subdivision (e), the handbook will be considered provided if the Contractor:
- 1) Mails a printed copy of the information to the beneficiary's mailing address before the beneficiary first receives a specialty mental health service;
 - 2) Mails a printed copy of the information upon the beneficiary's request to the beneficiary's mailing address;
 - 3) Provides the information by email after obtaining the beneficiary's agreement to receive the information by email;
 - 4) Posts the information on the Contractor's website and advises the beneficiary in paper or electronic form that the information is available on the internet and includes the applicable internet addresses, provided that beneficiaries with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; or,
 - 5) Provides the information by any other method that can reasonably be expected to result in the beneficiary receiving that information. If the Contractor provides the handbook in-person when the beneficiary first receives specialty mental health services, the date and method of delivery shall be documented in the beneficiary's file.

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5. Provider Directory

- A. The Contractor shall make provider directories available in electronic and paper form, and ensure that the provider directories include:
- 1) Information on the category or categories of services available from each provider. (42 C.F.R. § 438.10(h)(1)(v).)
 - 2) The names, any group affiliations, street addresses, telephone numbers, specialty, and website URLs of current contracted providers by category. (42 C.F.R. § 438.10(h)(1)(i)-(v).)
 - 3) The cultural and linguistic capabilities of network providers, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office, and whether the provider has completed cultural competence training. (42 C.F.R. § 438.10(h)(1)(vii).)
 - 4) Whether network providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment. (42 C.F.R. § 438.10(h)(1)(viii).)
 - 5) A means to identify which providers are accepting new beneficiaries. (42 C.F.R. § 438.10(h)(1)(vi).)
- B. Information included in a paper provider directory shall be updated at least monthly and electronic provider directories shall be updated no later than 30 calendar days after the Contractor receives updated provider information. (42 C.F.R. § 438.10(h)(3).)
- C. Provider directories shall be made available on the Contractor's website in a machine readable file and format as specified by the Secretary. (42 C.F.R. § 438.10(h)(4).)

6. Advance Directives

- A. For purposes of this contract, advance directives means a written instruction, such as a living will or durable power of attorney for health care, recognized under California law, relating to the provision of health care when the individual is incapacitated. (42 C.F.R. § 489.100.)

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- B. The Contractor shall maintain written policies and procedures on advance directives, which include a description of applicable California law. (42 C.F.R. §§ and 438.3(j)(1)-(3), 422.128). Any written materials prepared by the Contractor for beneficiaries shall be updated to reflect changes in state laws governing advance directives as soon as possible, but no later than 90 days after the effective date of the change. (42 C.F.R. § 438.3(j)(4).)
- C. The Contractor shall provide adult beneficiaries with the written information on advance directives. (42 C.F.R. § 438.3(j)(3).)
- D. The Contractor shall not condition the provision of care or otherwise discriminate against an individual based on whether or not the individual has executed an advance directive. (42 C.F.R. §§ 422.128(b)(1)(ii)(F), 438.3(j).)
- E. The Contractor shall educate staff concerning its policies and procedures on advance directives. (42 C.F.R. §§ 422.128(b)(1)(ii)(H), 438.3(j).)

7. Beneficiary Rights

- A. The parties to this contract shall comply with applicable laws and regulations relating to patients' rights, including but not limited to Welfare and Institutions Code 5325, California Code of Regulations, title 9, sections 862 through 868, and 42 Code of Federal Regulations section 438.100. The Contractor shall ensure that its subcontractors comply with all applicable patients' rights laws and regulations.
- B. The Contractor shall have written policies regarding the beneficiary rights specified in this section and ensure that its staff, subcontractors, and providers take those rights into account when providing services, including the right to:
 - 1) Receive information in accordance with 42 C.F.R. § 438.10. (42 C.F.R. § 438.100(b)(2)(i).)
 - 2) Be treated with respect and with due consideration for his or her dignity and privacy. (42 C.F.R. § 438.100(b)(2)(ii).)

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- 3) Receive information on available treatment options and alternatives, presented in a manner appropriate to the beneficiary's condition and ability to understand. (42 C.F.R. § 438.100(b)(2)(iii).)
- 4) Participate in decisions regarding his or her health care, including the right to refuse treatment. (42 C.F.R. § 438.100(b)(2)(iv).)
- 5) Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation. (42 C.F.R. § 438.100(b)(2)(v).)
- 6) Request and receive a copy of his or her medical records, and to request that they be amended or corrected. (42 C.F.R. § 438.100(b)(2)(vi); 45 C.F.R. §§ 164.524, 164.526.)
- 7) Be furnished services in accordance with 42 C.F.R. §§ 438.206 through 438.210. (42 C.F.R. § 438.100(b)(3).)
- 8) Freely exercise his or her rights without adversely affecting the way the, Contractor, subcontractor, or provider treats the beneficiary. (42 C.F.R. § 438.100(c).)

**Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION**

1. General Provisions

- A. The Contractor shall have a grievance and appeal system in place for beneficiaries. (42 C.F.R. §§ 438.228(a), 438.402(a); Cal. Code Regs., tit. 9, § 1850.205.) The grievance and appeal system shall be implemented to handle appeals of adverse benefit determinations and grievances, and shall include processes to collect and track information about them. The Contractor's beneficiary problem resolution processes shall include:
- 1) A grievance process;
 - 2) An appeal process; and,
 - 3) An expedited appeal process. (Cal. Code Regs., tit. 9, § 1850.205(b)(1)-(b)(3).)
- B. For the grievance, appeal, and expedited appeal processes, the Contractor shall comply with the following requirements:
- 1) The Contractor shall ensure that each beneficiary has adequate information about the Contractor's problem resolution processes by taking at least the following actions:
 - a) Including information describing the grievance, appeal, and expedited appeal processes in the Contractor's beneficiary booklet and providing the beneficiary handbook to beneficiaries as described in Attachment 11 of this contract. (Cal. Code Regs., tit. 9, § 1850.205(c)(1)(A).)
 - b) Posting notices explaining grievance, appeal, and expedited appeal process procedures in locations at all Contractor provider sites. Notices shall be sufficient to ensure that the information is readily available to both beneficiaries and provider staff. The posted notice shall also explain the availability of fair hearings after the exhaustion of an appeal or expedited appeal process, including information that a fair hearing may be requested whether or not the beneficiary has received a notice of adverse benefit determination. For the purposes of this Section, a Contractor provider site means

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BENEFICIARY PROBLEM RESOLUTION

any office or facility owned or operated by the Contractor or a provider contracting with the Contractor at which beneficiaries may obtain specialty mental health services. (Cal. Code Regs., tit. 9, §§ 1850.205(c)(1)(B) and 1850.210.)

- c) Make available forms that may be used to file grievances, appeals, and expedited appeals and self-addressed envelopes that beneficiaries can access at all Contractor provider sites without having to make a verbal or written request to anyone. (Cal. Code Regs., tit. 9, § 1850.205(c)(1)(C).)
 - d) Give beneficiaries any reasonable assistance in completing the forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); 42 C.F.R. § 438.228(a).)
- 2) The Contractor shall allow beneficiaries to file grievances and request appeals. (42 C.F.R. § 438.402(c)(1).) The Contractor shall have only one level of appeal for beneficiaries. (42 C.F.R. § 438.402(b); 42 C.F.R. § 438.228(a).)
 - 3) A beneficiary may request a State fair hearing after receiving notice under 438.408 that the adverse benefit determination is upheld. (42 C.F.R. § 438.402(c)(1); 42 C.F.R. § 438.408(f).)
 - 4) The Contractor shall adhere to the notice and timing requirements in §438.408. If the Contractor fails to adhere to these notice and timing requirements, the beneficiary is deemed to have exhausted the Contractor's appeals process and may initiate a State fair hearing. (42 C.F.R. §§ 438.402(c)(1)(i)(A), 438.408(c)(3).)
 - 5) The Contractor shall acknowledge receipt of each grievance, appeal, and request for expedited appeal of adverse benefit determinations to the beneficiary in writing. (42 C.F.R. § 438.406(b)(1); 42 C.F.R. § 438.228(a); Cal. Code Regs., tit. 9, § 1850.205(d)(4).)

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- 6) The Contractor shall allow a provider, or authorized representative, acting on behalf of the beneficiary and with the beneficiary's written consent to request an appeal, file a grievance, or request a state fair hearing. (42 C.F.R. § 438.402(c)(1)(i)-(ii); Cal. Code Regs., tit. 9, § 1850.205(c)(2).)
- 7) The Contractor shall allow a beneficiary's authorized representative to use the grievance, appeal, or expedited appeal processes on the beneficiary's behalf. (Cal. Code Regs., tit. 9, § 1850.205(c)(2).)
- 8) At the beneficiary's request, the Contractor shall identify staff or another individual, such as a legal guardian, to be responsible for assisting a beneficiary with these processes, including providing assistance in writing the grievance, appeal, or expedited appeal. If the individual identified by the Contractor is the person providing specialty mental health services to the beneficiary requesting assistance, the Contractor shall identify another individual to assist that beneficiary. (Cal. Code Regs., tit. 9, § 1850.205(c)(4).) Assistance includes, but is not limited to, auxiliary aids and services upon request, such as providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a).)
- 9) The Contractor shall not subject a beneficiary to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(c)(5).)
- 10) The Contractor's procedures for the beneficiary problem resolution processes shall maintain the confidentiality of each beneficiary's information. (Cal. Code Regs., tit. 9, § 1850.205(c)(6).)
- 11) The Contractor shall include a procedure to transmit issues identified as a result of the grievance, appeal or expedited appeal processes to the Contractor's Quality Improvement Committee, the Contractor's administration or another appropriate body within the Contractor's operations. The Contractor shall consider these issues in the Contractor's Quality Improvement Program, as required by

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Cal. Code Regs., tit. 9, §1810.440(a)(5). (Cal. Code Regs., tit. 9, § 1850.205(c)(7).)

- 12) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations were not involved in any previous level of review or decision-making, and were not subordinates of any individual who was involved in a previous level of review or decision-making. (42 C.F.R. § 438.406(b)(2)(i); 42 C.F.R. § 438.228(a).)
- 13) The Contractor shall ensure that individuals making decisions on the grievances and appeals of adverse benefit determinations, have the appropriate clinical expertise, as determined by the Department , in treating the beneficiary's condition or disease, if the decision involves an appeal based on a denial of medical necessity, a grievance regarding denial of a request for an expedited appeal, or if the grievance or appeal involves clinical issues.(42 C.F.R. § 438.406(b)(2)(ii)(A)-(C); 42 C.F.R. § 438.228(a).)
- 14) The Contractor shall provide the beneficiary a reasonable opportunity, in person and in writing, to present evidence and testimony and make legal and factual arguments. The Contractor must inform the beneficiary of the limited time available for this sufficiently in advance of the resolution timeframe for appeals specified in §438.408(b) and (c) in the case of expedited resolution. (42 C.F.R. § 438.406(b)(4).)
- 15) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations take into account all comments, documents, records, and other information submitted by the beneficiary or beneficiary's representative, without regard to whether such information was submitted or considered in the initial adverse benefit determination. (42 C.F.R. § 438.406(b)(2)(iii); 42 C.F.R. § 438.228(a).)
- 16) The Contractor shall provide the beneficiary and his or her representative the beneficiary's case file, including medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor in

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connection with the appeal of the adverse benefit determination.
(42 C.F.R. § 438.406(b)(5).)

- 17) The Contractor shall provide the beneficiary and his or her representative the beneficiary's case file free of charge and sufficiently in advance of the resolution timeframe for standard and expedited appeal resolutions, (42 C.F.R. § 438.408(b)-(c).) For standard resolution of an appeal and notice to the affected parties, the Contractor must comply with the Department established timeframe of 30 calendar days from the day the Contractor receives the appeal. For expedited resolution of an appeal and notice to affected parties, the Contractor must comply with the Department established timeframe of 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.406(b)(5).)
- 18) The Contractor shall treat oral inquiries seeking to appeal an adverse benefit determination as appeals (to establish the earliest possible filing date for the appeal) and must confirm these oral inquiries in writing, unless the beneficiary or the provider requests expedited resolution. (42 C.F.R. § 438.406(b)(3).)
- 19) The Contractor's beneficiary problem resolution process shall not replace or conflict with the duties of county patient's rights advocates. (Welf. & Inst. Code § 5520.)

2. Handling of Grievances and Appeals

The Contractor shall adhere to the following record keeping, monitoring, and review requirements:

- A. Maintain a grievance and appeal log and record grievances, appeals, and expedited appeals in the log within one working day of the date of receipt of the grievance, appeal, or expedited appeal. (42 C.F.R. § 438.416(a); Cal. Code Regs., tit. 9, § 1850.205(d)(1).) Each record shall include, but not be limited to: a general description of the reason for the appeal or grievance the date received, the date of each review or review meeting, resolution information for each level of the appeal or grievance, if applicable, and the date of resolution at each level, if applicable, and the

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name of the covered person whom the appeal or grievance was filed. (42 C.F.R. § 438.416(b)(1)-(6).)

- B. Record in the grievance and appeal log or another central location determined by the Contractor, the final dispositions of grievances, appeals, and expedited appeals, including the date the decision is sent to the beneficiary. If there has not been final disposition of the grievance, appeal, or expedited appeal, the reason(s) shall be included in the log. (Cal. Code Regs., tit. 9, § 1850.205(d)(2).)
- C. Provide a staff person or other individual with responsibility to provide information requested by the beneficiary or the beneficiary's representative regarding the status of the beneficiary's grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(d)(3).)
- D. Identify in its grievance, appeal, and expedited appeal documentation, the roles and responsibilities of the Contractor, the provider, and the beneficiary. (Cal. Code Regs., tit. 9, § 1850.205(d)(5).)
- E. Provide notice, in writing, to any provider identified by the beneficiary or involved in the grievance, appeal, or expedited appeal of the final disposition of the beneficiary's grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(d)(6).)
- F. Maintain records in the grievance and appeal log accurately and in a manner accessible to the Department and available upon request to CMS. (42 C.F.R. § 438.416(c).)

3. Grievance Process

The Contractor's grievance process shall, at a minimum:

- A. Allow beneficiaries to file a grievance either orally, or in writing at any time with the Contractor; (42 C.F.R. § 438.402(c)(2)(i) and (c)(3)(i).)
- B. Resolve each grievance as expeditiously as the beneficiary's health condition requires not to exceed 90 calendar days from the day the Contractor receives the grievance. (42 C.F.R. § 438.408(a)-(b)(1).) The Contractor may extend the timeframe for processing a grievance by up to

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14 calendar days if the beneficiary requests an extension, or if the Contractor determines that there is a need for additional information and that the delay is in the beneficiary's interest. (42 C.F.R. § 438.408(c)(1)(i)-(ii).) If the Contractor extends the timeframe, the Contractor shall, for any extension not requested by the beneficiary, make reasonable efforts to give the beneficiary prompt oral notice of the delay and give the beneficiary written notice of the extension and the reasons for the extension within 2 calendar days of the decision to extend the timeframe. Contractor's written notice of extension shall inform the beneficiary of the right to file a grievance if he or she disagrees with the Contractor's decision (42 C.F.R. § 438.408(c)(2)(i)-(ii).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

- C. Provide written notification to the beneficiary or the appropriate representative of the resolution of a grievance and documentation of the notification or efforts to notify the beneficiary, if he or she could not be contacted. (Cal. Code Regs., tit. 9, § 1850.206(c).)
- D. Notify the beneficiary of the resolution of a grievance in a format and language that meets applicable notification standards. (42 C.F.R. § 438.408(d)(1); 42 C.F.R. § 438.10.)

4. Appeals Process

- A. The Contractor's appeal process shall, at a minimum:
 - 1) Allow a beneficiary, or a provider or authorized representative acting on the beneficiary's behalf, to file an appeal orally or in writing. (42 C.F.R. § 438.402(c)(3)(ii).) The beneficiary may file an appeal within 60 calendar days from the date on the adverse benefit determination notice (42 C.F.R. § 438.402(c)(2)(ii).);
 - 2) Require a beneficiary who makes an oral appeal that is not an expedited appeal, to subsequently submit a written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).) The Contractor shall ensure that oral inquiries seeking to appeal an adverse benefit determination are treated as appeals, and confirmed in writing unless the beneficiary or the provider requests expedited resolution. The date

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the Contractor receives the oral appeal shall be considered the filing date for the purpose of applying the appeal timeframes (42 C.F.R. § 438.406(b)(3).);

- 3) Resolve each appeal and provide notice, as expeditiously as the beneficiary's health condition requires, within 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.408(a); 42 C.F.R. § 438.408(b)(2).) The Contractor may extend the timeframe for processing an appeal by up to 14 calendar days, if the beneficiary requests an extension or the Contractor determines that there is a need for additional information and that the delay is in the beneficiary's interest. (42 CFR 438.408(c)(1); 42 CFR 438.408(b)(2).) If the Contractor extends the timeframes, the Contractor shall, for any extension not requested by the beneficiary, make reasonable efforts to give the beneficiary prompt oral notice of the delay and notify the beneficiary of the extension and the reasons for the extension in writing within 2 calendar days of the decision to extend the timeframe. Contractor's written notice of extension shall inform the beneficiary of the right to file a grievance if he or she disagrees with the Contractor's decision. Contractor shall resolve the appeal as expeditiously as the beneficiary's health condition requires and no later than the date the extension expires (42 C.F.R. § 438.408(c)(2)(i)-(iii).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, §1810.230.5.);
- 4) Allow the beneficiary to have a reasonable opportunity to present evidence and testimony and make arguments of fact or law, in person and in writing (42 C.F.R. § 438.406(b)(4).);
- 5) Provide the beneficiary and his or her representative the beneficiary's case file, including medical records, and any other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor in connection with the appeal of the adverse benefit determination , provided that there is no disclosure of the protected health information of any individual other than the beneficiary (42 C.F.R. § 438.406(b)(5).); and

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- 6) Provide the beneficiary and his or her representative the beneficiary's case file free of charge and sufficiently in advance of the resolution timeframe for standard appeal resolutions. For standard resolution of an appeal and notice to the affected parties, the Contractor must comply with the Department established timeframe of 30 calendar days from the day the Contractor receives the appeal. For expedited resolution of an appeal and notice to affected parties, the Contractor must comply with the Department established timeframe of 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.406(b)(5).)
 - 7) Allow the beneficiary, his or her representative, or the legal representative of a deceased beneficiary's estate, to be included as parties to the appeal. (42 CFR 438.406(b)(6).)
- B. The Contractor shall notify the beneficiary, and/or his or her representative, of the resolution of the appeal in writing in a format and language that, at a minimum, meets applicable notification standards. (42 CFR 438.408(d)(2)(i); 42 C.F.R. § 438.408(e); 42 C.F.R. 438.10.) The notice shall contain the following:
- 1) The results of the appeal resolution process (42 C.F.R. § 438.408(e)(1).);
 - 2) The date that the appeal decision was made (42 C.F.R. § 438.408(e)(1).);
 - 3) If the appeal is not resolved wholly in favor of the beneficiary, the notice shall also contain:
 - a) Information regarding the beneficiary's right to a fair hearing and the procedure for requesting a fair hearing, if the beneficiary has not already requested a fair hearing on the issue involved in the appeal; (42 C.F.R. § 438.408(e)(2)(i).) and
 - b) Information on the beneficiary's right to continue to receive benefits while the fair hearing is pending and how to request the continuation of benefits; (42 C.F.R. § 438.408(e)(2)(ii).)

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- c) Inform the beneficiary that he or she may be liable for the cost of any continued benefits if the Contractor's adverse benefit determination is upheld in the hearing. (42 C.F.R. § 438.408(e)(2)(iii).)

5. Expedited Appeal Process

- A. "Expedited Appeal" is an appeal used when the mental health plan determines (for a request from the beneficiary) or the provider indicates (in making the request on the beneficiary's behalf or supporting the beneficiary's request) that taking the time for a standard resolution could seriously jeopardize the beneficiary's life, physical or mental health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. 438.410.)
- B. The Contractor's expedited appeal process shall, at a minimum:
 - 1) Be used when the Contractor determines or the beneficiary and/or the beneficiary's provider certifies that taking the time for a standard appeal resolution could seriously jeopardize the beneficiary's life, physical or mental health or ability to attain, maintain, or regain maximum function. (42 C.F.R. 438.410(a).)
 - 2) Allow the beneficiary to file the request for an expedited appeal orally without requiring the beneficiary to submit a subsequent written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).)
 - 3) Ensure that punitive action is not taken against a provider who requests an expedited resolution or supports a beneficiary's expedited appeal. (42 C.F.R. § 438.410(b).)
 - 4) Inform beneficiaries of the limited time available to present evidence and testimony, in person and in writing, and make legal and factual arguments for an expedited appeal. The Contractor must inform beneficiaries of this sufficiently in advance of the resolution timeframe for the expedited appeal. (42 CFR 438.406(b)(4); 42 CFR 438.408(b)-(c).)
 - 5) Resolve an expedited appeal and notify the affected parties in writing, as expeditiously as the beneficiary's health condition

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requires and no later than 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.408(b)(3).) The Contractor may extend this timeframe by up to 14 calendar days if the beneficiary requests an extension, or the Contractor determines that there is need for additional information and that the delay is in the beneficiary's interest. (42 C.F.R. § 438.408(c)(1)(i)-(ii).) If the Contractor extends the timeline for processing an expedited appeal not at the request of the beneficiary, the Contractor shall make reasonable efforts to give the beneficiary prompt oral notice of the delay, and notify the beneficiary of the extension and the reasons for the extension, in writing, within 2 calendar days of the determination to extend the timeline. The Contractor shall resolve the appeal as expeditiously as the beneficiary's health condition requires and no later than the date the extension expires. (42 C.F.R. § 438.408(c)(2)(i) - (iii); 42 C.F.R. §438.408(b)(3).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

- 6) Provide a beneficiary with a written notice of the expedited appeal disposition and make reasonable efforts to provide oral notice to the beneficiary and/or his or her representative. The written notice shall meet the requirements of Section 1850.207(h) of Title 9 of the California Code of Regulations. (42 C.F.R. § 438.408(d)(2); Cal. Code Regs., tit. 9, § 1850.207(h).)
- 7) If the Contractor denies a request for an expedited appeal resolution, the Contractor shall:
 - a) Transfer the expedited appeal request to the timeframe for standard resolution of no longer than 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.410(c)(1).)
 - b) Make reasonable efforts to give the beneficiary and his or her representative prompt oral notice of the denial of the request for an expedited appeal. Provide written notice of the decision and reason for the decision within two calendar days of the date of the denial, and inform the beneficiary of the right to file a grievance if he or she disagrees with the

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decision. (42 C.F.R. § 438.410(c)(2); 42 C.F.R. § 438.408(c)(2).) The written notice of the denial of the request for an expedited appeal is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

6. Contractor obligations related to State Fair Hearing

State “Fair Hearing” means the State hearing provided to beneficiaries pursuant to sections 50951 and 50953 of Title 22 of the California Code of Regulations section and section 1810.216.6 of Title 9 of the California Code of Regulations 1810.216.6.:

- A. If a beneficiary requests a State Fair Hearing, the Department shall grant the request. (42 C.F.R. § 431.220(a)(5).) The right to a State Fair Hearing, how to obtain a hearing, and representation rules at a hearing must be explained to the beneficiary and provider by Contractor in its notice of decision or Notice of Adverse Benefit Determination. (42 C.F.R. § 431.206(b); 42 C.F.R. § 431.228(b).) Beneficiaries and providers shall also be informed of the following:
- 1) A beneficiary may request a State Fair Hearing only after receiving notice that the Contractor is upholding the adverse benefit determination. (42 C.F.R. § 438.408(f)(1).)
 - 2) If the Contractor fails to adhere to notice and timing requirements under § 438.408, the beneficiary is deemed to have exhausted the Contractor’s appeals process, and the beneficiary may initiate a state fair hearing. (42 CFR 438.408(f)(1)(i); 42 CFR 438.402(c)(1)(i)(A).)
 - 3) The provider may request a State Fair Hearing only if the Department permits the provider to act as the beneficiary’s authorized representative. (42 C.F.R. § 438.402(c)(1)(ii).)

7. Expedited Fair Hearing

“Expedited Fair Hearing” means a fair hearing, used when the Contractor determines, or the beneficiary or the beneficiary’s provider certifies that following the 90 day timeframe for a fair hearing as established in 42 C.F.R. §

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431.244(f)(1) would seriously jeopardize the beneficiary's life, health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 431.244(f)(1); 42 C.F.R. § 438.410(a); Cal. Code Regs., tit. 9, § 1810.216.4.)

8. Continuation of Services

- A. A beneficiary receiving specialty mental health services shall have a right to file for continuation of specialty mental health services pending the outcome of a fair hearing. (Cal. Code Regs., tit. 22., § 51014.2; Cal. Code Regs., tit. 9, § 1850.215.)
- B. The Contractor shall continue the beneficiary's benefits while an appeal is in process if all of the following occur:
- 1) The beneficiary files the request for an appeal within 60 calendar days following the date on the adverse benefit determination notice; (42 C.F.R. § 438.420(b)(1).)
 - 2) The appeal involves the termination, suspension, or reduction of a previously authorized service; (42 C.F.R. § 438.420(b)(2).)
 - 3) The beneficiary's services were ordered by an authorized provider; (42 C.F.R. § 438.420(b)(3).)
 - 4) The period covered by the original authorization has not expired; and, (42 C.F.R. § 438.420(b)(4).)
 - 5) The request for continuation of benefits is filed on or before the later of the following: (42 C.F.R. § 438.420 (b)(5).)
 - a. Within 10 calendar days of the Contractor sending the notice of adverse benefit determination; (42 C.F.R. § 438.420(a).)
or
 - b. The intended effective date of the adverse benefit determination. (42 C.F.R. § 438.420(a).)
- C. If, at the beneficiary's request, the Contractor continues the beneficiary's benefits while the appeal or state fair hearing is pending, the benefits must

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be continued until the beneficiary withdraws the appeal or request for state fair hearing, the beneficiary does not request a state fair hearing and continuation of benefits within 10 calendar days from the date the Contractor sends the notice of an adverse appeal resolution, or a state fair hearing decision adverse to the beneficiary is issued. (42 C.F.R. § 438.420(c)(1)-(3); 42 C.F.R. § 438.408(d)(2).)

- D. The Contractor may recover the cost of continued services furnished to the beneficiary while the appeal or state fair hearing was pending if the final resolution of the appeal or state fair hearing upholds the Contractor's adverse benefit determination. (42 C.F.R. § 438.420(d); 42 C.F.R. § 431.230(b).)
- E. The Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the beneficiary's health condition requires, but no later than 72 hours from the date the Contractor receives notice reversing the determination if the services were not furnished while the appeal was pending and if the Contractor or state fair hearing officer reverses a decision to deny, limit, or delay services. (42 C.F.R. § 438.424(a).)
- F. If the decision of an appeal reverses a decision to deny the authorization of services, and the beneficiary received the disputed services while the appeal was pending, the Contractor shall cover the cost of such services. (42 C.F.R. § 438.424(b).)
- G. The Contractor shall notify the requesting provider and give the beneficiary written notice of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c); 42 C.F.R. § 438.404.)

9. Provision of Notice of Adverse Benefit Determination

- A. The Contractor shall provide a beneficiary with a Notice of Adverse Benefit Determination (NOABD) under the following circumstances:
 - 1) The denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit. (42 C.F.R. § 438.400(b)(1).)

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- 2) The reduction, suspension, or termination of a previously authorized service. (42 C.F.R. § 438.400(b)(2).)
 - 3) The denial, in whole or in part, of payment for a service. (42 C.F.R. § 438.400(b)(3).)
 - 4) The failure to provide services in a timely manner, as defined by the Department. (42 C.F.R. § 438.400(b)(4).)
 - 5) The failure of the Contractor to act within the timeframes provided in §438.408(b)(1) and (2) regarding the standard resolution of grievances and appeals. (42 C.F.R. § 438.400(b)(5).)
 - 6) The denial of a beneficiary's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other beneficiary financial liabilities. (42 C.F.R. § 438.400(b)(7).)
- B. The Contractor shall give beneficiaries timely and adequate notice of an adverse benefit determination in writing and shall meet the language and format requirements of 42 Code of Federal Regulations part 438.10. (42 C.F.R. § 438.404(a); 42 C.F.R. § 438.10.) The NOA shall contain the items specified in 42 Code of Federal Regulations part 438.404 (b) and California Code of Regulations, title 9, section 1850.212.
- C. When the denial or modification involves a request from a provider for continued Contractor payment authorization of a specialty mental health service or when the Contractor reduces or terminates a previously approved Contractor payment authorization, notice shall be provided in accordance with California Code of Regulations, title 22, section 51014.1. (Cal. Code Regs., tit. 9, § 1850.210(a)(1).)
- D. A NOABD is not required when a denial is a non-binding verbal description to a provider of the specialty mental health services that may be approved by the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(a)(2).)
- E. Except as provided in subsection F below, a NOABD is not required when the denial or modification is a denial or modification of a request for

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Contractor payment authorization for a specialty mental health service that has already been provided to the beneficiary. (Cal. Code Regs., tit. 9, § 1850.210(a)(4).)

- F. A NOABD is required when the Contractor denies or modifies a payment authorization request from a provider for a specialty mental health service that has already been provided to the beneficiary when the denial or modification is a result of post-service, prepayment determination by the Contractor that the service was not medically necessary or otherwise was not a service covered by the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(b).)
- G. The Contractor shall deny the Contractor payment authorization request and provide the beneficiary with a NOABD when the Contractor does not have sufficient information to approve or modify, or deny on the merits, a Contractor payment authorization request from a provider within the timeframes required by Cal. Code Regs., tit. 9, §§ 1820.220 or 1830.215. (Cal. Code Regs., tit. 9, § 1850.210(c).)
- H. The Contractor shall provide the beneficiary with a NOABD if the Contractor fails to notify the affected parties of a resolution of a grievance within 90 calendar days, of an appeal decision within 30 days, or of an expedited appeal decision within 72 hours. If the timeframe for a grievance, appeal or expedited appeal decision is extended pursuant to sections 1850.206, 1850.207 or 1850.208 of Title 9 of the California Code of Regulations and the Contractor failed to notify the affected parties of its decision within the extension period, the Contractor shall provide the beneficiary with a NOABD. (42 C.F.R. § 438.408.)
- I. The Contractor shall provide a beneficiary with a NOABD when the Contractor or its providers determine that the medical necessity criteria in sections 1830.205(b)(1), (b)(2), (b)(3)(C), or 1830.210(a) of Title 9 of the California Code of Regulations have not been met and that the beneficiary is not entitled to any specialty mental health services from the Contractor. The NOABD shall, at the election of the Contractor, be hand-delivered to the beneficiary on the date of the Adverse Benefit Determination or mailed to the beneficiary in accordance with Cal. Code Regs., tit. 9, § 1850.210(f)(1), and shall specify the information contained in Cal. Code Regs., tit. 9, § 1850.212(b). (Cal. Code Regs., tit. 9, § 1850.210(g).)

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- J. For the purpose of this Attachment, each reference to a Medi-Cal managed care plan in Cal. Code Regs., tit. 22, § 51014.1, shall mean the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(h).)
- K. For the purposes of this Attachment, “medical service”, as used in Cal. Code Regs., tit. 22, § 51014.1, shall mean specialty mental health services that are subject to prior authorization by a Contractor pursuant to Cal. Code Regs., tit. 9, §§ 1820.100 and 1830.100. (Cal. Code Regs., tit. 9, § 1850.210(i).)
- L. The Contractor shall retain copies of all Notices of Adverse Benefit Determination issued to beneficiaries under this Section in a centralized file accessible to the Department. The Department shall engage in random reviews (Cal. Code Regs., tit. 9, § 1850.210(j).)
- M. The Contractor shall allow the State to engage in reviews of the Contractor’s records pertaining to Notices of Adverse Benefit Determination so the Department may ensure that the Contractor is notifying beneficiaries in a timely manner.

10. Contents and Timing of NOABD

- A. The Contractor shall include the following information in the NOABD:
 - 1) The adverse benefit determination the Contractor has made or intends to make; (42 C.F.R. § 438.404(b)(1).)
 - 2) The reason for the adverse benefit determination, including the right of the beneficiary to be provided upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the beneficiary’s adverse benefit determination. Such information includes medical necessity criteria, and any processes, strategies, or evidentiary standards used in setting coverage limits; (42 C.F.R. § 438.404(b)(2).)
 - 3) Citations to the regulations or Contractor payment authorization procedures supporting the adverse benefit determination; (Cal. Code Regs., tit. 9, § 1850.212(a)(3).)

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- 4) The beneficiary's right to file, and procedures for exercising, an appeal or expedited appeal with the Contractor, including information about exhausting the Contractor's one level of appeal and the right to request a state fair hearing after receiving notice that the adverse benefit determination is upheld; (42 C.F.R. § 438.404(b)(3)-(b)(4).)
 - 5) The circumstances under which an appeal process can be expedited and how to request it; (42 C.F.R. § 438.404(b)(5).)
 - 6) The beneficiary's right to have benefits continue pending resolution of the appeal, how to request that benefits be continued, and the circumstances under which the beneficiary may be required to pay the costs of those services. (42 C.F.R. § 438.404(b)(6).)
 - 7) Information about the beneficiary's right to request a fair hearing or an expedited fair hearing, including:
 - a) The method by which a hearing may be obtained; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(A).)
 - b) A statement that the beneficiary may be either self-represented, or represented by an authorized third party such as legal counsel, a relative, friend, or any other person; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(B).)
 - c) An explanation of the circumstances under which a specialty mental health service will be continued if a fair hearing is requested; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(C).) and
 - d) The time limits for requesting a fair hearing or an expedited fair hearing. (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(D).)
- B. The Contractor shall mail the NOABD within the following timeframes:
- 1) For termination, suspension, or reduction of previously authorized Medi-Cal covered services, at least 10 days before the date of

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BENEFICIARY PROBLEM RESOLUTION**

action. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. § 431.211.) The Contractor shall mail the NOABD in as few as 5 days prior to the date of action if the Contractor has facts indicating that action should be taken because of probable fraud by the beneficiary, and the facts have been verified, if possible, through secondary sources. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. §.431.214.)

- 2) For denial of payment, at the time of any action affecting the claim. (42 C.F.R. § 438.404(c)(2).)
- 3) For standard service authorizations that deny or limit services, as expeditiously as the beneficiary's condition requires not to exceed 14 calendar days following the receipt for request for services. (42 C.F.R. § 438.404(c)(3); 42 C.F.R. 438.210(d)(1).)
- 4) The Contractor may extend the 14 calendar day NOABD determination timeframe for standard service authorization decisions that deny or limit services up to 14 additional calendar days if the beneficiary or the provider requests the extension. (42 C.F.R. § 438.404(c)(4); 42 C.F.R. 438.210(d)(1)(i).)
- 5) The Contractor may extend the 14 calendar day notice of adverse benefit determination timeframe for standard service authorization decisions that deny or limit services up to 14 additional calendar days if the Contractor justifies a need to the Department, upon request, for additional information and shows how the extension is in the beneficiary's best interest. (42 C.F.R. § 438.404(c)(4); 42 C.F.R. 438.210(d)(1)(ii).)
- 6) If the Contractor extends the 14 calendar day notice of adverse benefit determination timeframe for standard service authorization decisions that deny or limit services, the Contractor shall do the following:
 - a) Give the beneficiary written notice of the reason for the extension and inform the beneficiary of the right to file a grievance if he/she disagrees with the decision ; (42 C.F.R. § 438.404(c)(4)(i); 42 C.F.R. 438.210(d)(1)(ii).) and,

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- b) Issue and carry out its determination as expeditiously as the beneficiary's health condition requires and no later than the date of the extension. (42 C.F.R. § 438.404(c)(4)(ii); 42 C.F.R. 438.210(d)(1)(ii).)
 - 7) The Contractor shall give notice on the date that the timeframes expire, when service authorization decisions are not reached within the applicable timeframes for either standard or expedited service authorizations. (42 C.F.R. § 438.404(c)(5).)
 - 8) If a provider indicates, or the Contractor determines, that following the standard service authorization timeframe could seriously jeopardize the beneficiary's life or health or his or her ability to attain, maintain, or regain maximum function, the Contractor must make an expedited service authorization decision and provide notice as expeditiously as the beneficiary's health condition requires and no later than 72 hours after receipt of the request for service. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. 438.210(d)(2)(i).)
 - 9) The Contractor may extend the 72 hour expedited service authorization decision time period by up to 14 calendar days if the beneficiary requests an extension, or if the Contractor justifies to the Department, upon request, a need for additional information and how the extension is in the beneficiary's interest. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. § 210(d)(2)(ii).)
 - 10) The Contractor shall deposit the NOABD with the United States Postal Service in time for pick-up on the date that the applicable timeframe expires. (Cal. Code Regs., tit. 9, § 1850.210(f).)
- C. The Adverse Benefit Determination shall be effective on the date of the NOABD and the Contractor shall mail the NOABD by the date of adverse benefit determination when any of the following occur:
- 1) The death of a beneficiary; (42 C.F.R. § 431.213(a).)
 - 2) Receipt of a signed written beneficiary statement requesting service termination or giving information requiring termination or reduction of services, provided the beneficiary understands that this will be

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the result of supplying that information; (42 C.F.R. § 431.213(b)(1)-(b)(2).)

- 3) The beneficiary's admission to an institution where he or she is ineligible for further services; (42 C.F.R. § 431.213(c).)
- 4) The beneficiary's whereabouts are unknown and mail directed to him or her has no forwarding address; (42 C.F.R. § 431.213(d).)
- 5) Notice that the beneficiary has been accepted for Medicaid services by another local jurisdiction; (42 C.F.R. § 431.213(e).)
- 6) A change in the beneficiary's physician's prescription for the level of medical care; (42 C.F.R. § 431.213(f).) or
- 7) The notice involves an adverse determination with regard to preadmission screening requirements of section 1919(e)(7) of the Act. (42 C.F.R. § 431.213(g).)
- 8) The transfer or discharge from a facility will occur in an expedited fashion. (42 C.F.R. § 431.213(h).)
- 9) Endangerment of the safety or health of individuals in the facility; improvement in the resident's health sufficient to allow a more immediate transfer or discharge; urgent medical needs that require a resident's immediate transfer or discharge; or notice that a resident has not resided in the nursing facility for 30 days (but only in Adverse Benefit Determinations based on NF transfers).

11. Annual Grievance and Appeal Report

The Contractor is required to submit to the Department a report that summarizes beneficiary grievances, appeals and expedited appeals filed from July 1 of the previous year through June 30 of that year by October 1 of each year. The report shall include the total number of grievances, appeals and expedited appeals by type, by subject areas established by the Department, and by disposition. (Cal. Code Regs., tit. 9, § 1810.375(a).)

**Exhibit A – Attachment 13
PROGRAM INTEGRITY**

1. General Requirements

As a condition for receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606 and 438.608, and 438.610. (42 C.F.R. § 438.600(b).)

2. Excluded Providers

- A. The Contractor shall screen and periodically revalidate all network providers in accordance with the requirements of 42 Code of Federal Regulations, part 455, subparts B and E. (42 C.F.R. §438.602(b).)
- B. Consistent with the requirements of 42 Code of Federal Regulations, part 455.436, the Contractor must confirm the identity and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of the of the Mental Health Plan through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the Department's Medi Cal Suspended and Ineligible Provider List (S & I List). (42 C.F.R. §438.602(d).)
- C. If the Contractor find a party that is excluded, it must promptly notify the Department (42 C.F.R. §438.608(a)(2),(4)) and the Department will take action consistent with 42 C.F.R. §438.610((d). The Contractor shall not certify or pay any excluded provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

3. Compliance Program

- A. Pursuant to 42 C.F.R. § 455.1(a)(1), the Contractor must report fraud and abuse information to the Department.
- B. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and

Exhibit A – Attachment 13
PROGRAM INTEGRITY

payment of claims under this Contract, shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse that must include:

- 1) Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the contract, and all applicable Federal and state requirements.
- 2) A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of the contract and who reports directly to the CEO and the Board of Directors (BoD).
- 3) A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the contract.
- 4) A system for training and education for the CO, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the contract.
- 5) Effective lines of communication between the CO and the organization's employees.
- 6) Enforcement of standards through well-publicized disciplinary guidelines.
- 7) The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the contract. (42 C.F.R. §438.608(a), (a)(1).)

**Exhibit A – Attachment 13
PROGRAM INTEGRITY**

4. Fraud Reporting Requirements

- A. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the Department about the following:
- 1) Any potential fraud, waste, or abuse. (42 C.F.R. §438.608(a), (a)(7).)
 - 2) All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2).)
 - 3) Information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility including changes in the beneficiary's residence or the death of the beneficiary. (42 C.F.R. §438.608(a), (a)(3).)
 - 4) Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the Contractor. (42 C.F.R. §438.608(a), (a)(4).)
- B. If the Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying the Department, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.
- C. The Contractor shall implement and maintain written policies for all employees of the Mental Health Plan, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers. (42 C.F.R. §438.608(a), (a)(6).)

**Exhibit A – Attachment 13
PROGRAM INTEGRITY**

- D. The Contractor shall implement and maintain arrangements or procedures that include provision for the Contractor's suspension of payments to a network provider for which there is a credible allegation of fraud. (42 C.F.R. §438.608(a), (a)(8).)

5. Service Verification

Pursuant to 42 C.F.R. § 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by beneficiaries and the application of such verification processes on a regular basis. (42 C.F.R. §438.608(a), (a)(5).)

6. Disclosures

A. Disclosure of 5% or More Ownership Interest:

- 1) Pursuant to 42 C.F.R. § 455.104, Medicaid managed care entities must disclose certain information related to persons who have an ownership or control interest in the managed care entity, as defined in 42 C.F.R. § 455.101. The parties hereby acknowledge that because the Contractor is a political subdivision of the State of California, there are no persons who meet such definition and therefore there is no information to disclose.
 - a) In the event that, in the future, any person obtains an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets, then the Contractor will make the disclosures set forth in i and subsection 2(a).
 - i. The Contractor will disclose the name, address, date of birth, and Social Security Number of any managing employee, as that term is defined in 42 C.F.R. §

**Exhibit A – Attachment 13
PROGRAM INTEGRITY**

455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Supervisors.

- ii. The Contractor shall provide any such disclosure upon execution of this contract, upon its extension or renewal, and within 35 days after any change in Contractor ownership or upon request of the Department.
- 2) The Contractor shall ensure that its subcontractors and network providers submit the disclosures below to the Contractor regarding the network providers' (disclosing entities') ownership and control. The Contractor's network providers must be required to submit updated disclosures to the Contractor upon submitting the provider application, before entering into or renewing the network providers' contracts, within 35 days after any change in the subcontractor/network provider's ownership, annually and upon request during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.
- a) Disclosures to be Provided:
 - i. The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
 - ii. Date of birth and Social Security Number (in the case of an individual);
 - iii. Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5 percent or more interest);
 - iv. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with

**Exhibit A – Attachment 13
PROGRAM INTEGRITY**

- ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;
- v. The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest; and
 - vi. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.
- 3) For each provider in Contractor's provider network, Contractor shall provide the Department with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from the Department during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.
- B. Disclosures Related to Business Transactions – Contractor must submit disclosures and updated disclosures to the Department or HHS including information regarding certain business transactions within 35 days, upon request.
- 1) The following information must be disclosed:
 - a) The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - b) Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.

**Exhibit A – Attachment 13
PROGRAM INTEGRITY**

- c) Contractor must obligate Network Providers to submit the same disclosures regarding network providers as noted under subsection 1(a) and (b) within 35 days upon request.

C. Disclosures Related to Persons Convicted of Crimes

- 1) Contractor shall submit the following disclosures to the Department regarding the Contractor's management:
 - a) The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
 - b) The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 Code of Federal Regulations part 455.101.
- 2) The Contractor shall supply the disclosures before entering into the contract and at any time upon the Department's request.
- 3) Network providers should submit the same disclosures to the Contractor regarding the network providers' owners, persons with controlling interest, agents, and managing employees' criminal convictions. Network providers shall supply the disclosures before entering into the contract and at any time upon the Department's request.

**Exhibit A – Attachment 14
REPORTING REQUIREMENTS**

1. Data Submission/ Certification Requirements

A. The Contractor shall submit any data, documentation, or information relating to the performance of the entity's obligations as required by the State or the United States Secretary of Health and Human Services. (42 C.F.R. § 438.604(b).) The individual who submits this data to the state shall concurrently provide a certification, which attests, based on best information, knowledge and belief that the data, documentation and information is accurate, complete and truthful. (42 C.F.R. § 438.606(b) and (c).) The data, documentation, or information submitted to the state by the Contractor shall be certified by one of the following:

- 1) The Contractor's Chief Executive Officer (CEO).
- 2) The Contractor's Chief Financial Officer (CFO).
- 3) An individual who reports directly to the CEO or CFO with delegated authority to sign for the CEO or CFO so that the CEO or CFO is ultimately responsible for the certification. (42 C.F. R. § 438.606(a).)

2. Encounter Data

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2).) The Contractor shall ensure collection and maintenance of sufficient beneficiary encounter data to identify the provider who delivers service(s) to the beneficiary. (42 C.F.R. § 438.242(c)(1).) The Contractor shall submit all beneficiary encounter data that the Department is required to report to CMS under § 438.818. (42 C.F.R. § 438.242(c)(3).) The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4).)

3. Insolvency

A. The Contractor shall submit data to demonstrate it has made adequate provision against the risk of insolvency to ensure that beneficiaries will not

**Exhibit A – Attachment 14
REPORTING REQUIREMENTS**

be liable for the Contractor's debt if the Contractor becomes insolvent. (42 C.F.R. § 438.604(a)(4); 42 C.F.R. § 438.116.)

- B. The Contractor shall meet the State's solvency standards for private health maintenance organizations or be licensed by the State as a risk-bearing entity, unless one of the following exceptions apply (42 C.F.R. § 438.116 (b).):
- 1) The Contractor does not provide both inpatient hospital services and physician services.
 - 2) The Contractor is a public entity.
 - 3) The Contractor is (or is controlled by) one of more federally qualified health centers and meets the solvency standards established by the State for those centers.
 - 4) The Contractor has its solvency guaranteed by the State.

4. Network Adequacy

The Contractor shall submit, in a manner and format determined by the Department, documentation to demonstrate compliance with the Department's requirements for availability and accessibility of services, including the adequacy of the provider network. (42 C.F.R. § 438.604(a)(5).)

5. Information on Ownership and Control

The Contractor shall submit for state review information on its and its subcontractors' ownership and control described in 42 C.F.R. §455.104 and Attachment 13 of this Contract. (42 C.F.R § 438.604(a)(6).)

6. Annual Report of Overpayment Recoveries

The Contractor shall submit an annual report of overpayment recoveries in a manner and format determined by the Department. (42 C.F.R § 438.604(a)(7).)

7. Performance Data

- A. In an effort to improve the performance of the State's managed care program, in accordance with 42 Code of Federal Regulations part

**Exhibit A – Attachment 14
REPORTING REQUIREMENTS**

438.66(c), the Contractor will submit the following to the Department (42 C.F.R. §438.604(b).):

- 1) Enrollment and disenrollment data;
- 2) Member grievance and appeal logs;
- 3) Provider complaint and appeal logs;
- 4) The results of any beneficiary satisfaction survey;
- 5) The results of any provider satisfaction survey;
- 6) Performance on required quality measures;
- 7) Medical management committee reports and minutes;
- 8) The Contractor's annual quality improvement plan;
- 9) Audited financial and encounter data; and
- 10) Customer service performance data.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment Provisions

This program may be funded using one or more of the following funding sources: funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011, funds from the Mental Health Services Fund, and any other funds from which the Controller makes distributions to the counties in compliance with applicable statute and regulations including Welf. & Inst. Code §§ 5891, 5892 and 14705(a)(2). These funding sources may be used by the Contractor to pay for services and then certify as public expenditures in order to be reimbursed federal funds.

2. Budget Contingency Clause

This provision is a supplement to provision number nine (Federal Contract Funds) in Exhibit D(F) which is attached hereto as part of this Contract.

A. Federal Budget

If federal funding for FFP reimbursement in relation to this contract is eliminated or substantially reduced by Congress, the Department and the Contractor each shall have the option either to cancel this contract or to propose a contract amendment to address changes to the program required as a result of the elimination or reduction of federal funding.

B. Delayed Federal Funding

Contractor and Department agree to consult with each other on interim measures for program operation that may be required to maintain adequate services to beneficiaries in the event that there is likely to be a delay in the availability of federal funding.

3. Federal Financial Participation

Nothing in this contract shall limit the Contractor's ability to submit claims for appropriate FFP reimbursement based on actual, total fund expenditures for any covered services or quality assurance, utilization review, Medi-Cal Administrative Activities and/or administrative costs. In accordance the Welf. & Inst. Code § 14705(c), the Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement for these services and activities. Claims for FFP reimbursement shall be submitted by the Contractor to the Department for adjudication throughout the fiscal year. Pursuant to the

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

Welf. & Inst. Code § 14705(d), the Contractor shall certify to the state that it has incurred public expenditures prior to requesting the reimbursement of federal funds.

4. Audits and Recovery of Overpayments

- A. Pursuant to Welf. & Inst. Code § 14707, in the case of federal audit exceptions, the Department will follow federal audit appeal processes unless the Department, in consultation with the California Mental Health Director's Association, determines that those appeals are not cost beneficial.
- 1) Whenever there is a final federal audit exception against the State resulting from a claim for federal funds for an expenditure by individual counties that is not federally allowable, the department may offset federal reimbursement and request the Controller's office to offset the distribution of funds to the Contractor from the Mental Health Subaccount, the Mental Health Equity Subaccount and the Vehicle License Collection Account of the Local Revenue Fund; funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011; and any other mental health realignment funds from which the Controller makes distributions to the counties by the amount of the exception. The Department shall provide evidence to the Controller that the county had been notified of the amount of the audit exception no less than 30 days before the offset is to occur.
 - 2) The Department will involve the Contractor in developing responses to any draft federal audit reports that directly impact the county.
- B. Pursuant to Welf. & Inst. Code § 14718(b)(2), the Department may offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the Contractor.
- 1) The Department may offset the amount of any state disallowance, audit exception, or overpayment for fiscal years through and including 2010-11 against subsequent claims from the Contractor.
 - 2) Offsets may be done at any time, after the department has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the mental health plan.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

- 3) The maximum withheld amount shall be 25 percent of each payment as long as the Department is able to comply with the federal requirements for repayment of FFP pursuant 42 United States Code (U.S.C.) §1396b(d)(2)). The Department may increase the maximum amount when necessary for compliance with federal laws and regulations.
- C. Pursuant to the Welf. & Inst. Code § 14170, cost reports submitted to the Department are subject to audit in the manner and form prescribed by the Department. The year-end cost report shall include both Contractor's costs and the costs of its subcontractors, if any. Contractor and its subcontractors shall be subject to audits and/or reviews, including client record reviews, by the Department. In accordance with the Welf. & Inst. Code § 14170, any audit of Contractor's cost report shall occur within three years of the date of receipt by the Department of the final cost report with signed certification by the Contractor's Mental Health Director and one of the following: (1) the Contractor's Chief Financial Officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to the Contractor's Chief Financial Officer, or (3) the county auditor controller, or equivalent. Both signatures are required before the cost report shall be considered final. For purposes of this section, the cost report shall be considered audited once the Department has informed the Contractor of its intent to disallow costs on the cost report, or once the Department has informed the Contractor of its intent to close the audit without disallowances.
- D. If the adjustments result in the Department owing FFP to the Contractor, the Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority.

5. Claims Adjudication Process

- A. In accordance with the Welf. & Inst. Code §14705(c), claims for federal funds in reimbursement for services shall comply with eligibility and service requirements under applicable federal and state law.
- B. The Contractor shall certify each claim submitted to the Department in accordance with Cal. Code Regs., tit. 9, § 1840.112 and 42 C.F.R. § 433.51, at the time the claims are submitted to the Department. The Contractor's Chief Financial Officer or his or her equivalent, or an individual with authority delegated by the county auditor-controller, shall sign the certification, declaring, under penalty of perjury, that the Contractor has incurred an expenditure to cover the services included in the claims to satisfy the requirements for FFP. The Contractor's Mental Health Director or an individual with authority delegated by the Mental Health Director

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

shall sign the certification, declaring, under penalty of perjury that, to the best of his or her knowledge and belief, the claim is in all respects true, correct, and in accordance with the law and meets the requirements of Cal. Code Regs., tit. 9, § 1840.112(b). The Contractor shall have mechanisms that support the Mental Health Director's certification, including the certification that the services for which claims were submitted were actually provided to the beneficiary. If the Department requires additional information from the Contractor that will be used to establish Department payments to the Contractor, the Contractor shall certify that the additional information provided is in accordance with 42 C.F.R. § 438.604.

- C. Claims not meeting federal and/or state requirements shall be returned to Contractor as not approved for payment, along with a reason for denial. Claims meeting all Health Insurance Portability and Accountability Act (HIPAA) transaction requirements and any other applicable federal or state privacy laws or regulations and certified by the Contractor in accordance with Cal. Code Regs., tit. 9, §1840.112, shall be processed for adjudication.
- D. Good cause justification for late claim submission is governed by applicable federal and state laws and regulations and is subject to approval by the Department.
- E. In the event that the Department or the Contractor determines that changes requiring a change in the Contractor's or Department's obligation must be made relating to either the Department's or the Contractor's claims submission and adjudication systems due to federal or state law changes or business requirements, both the Department and the Contractor agree to provide notice to the other party as soon as practicable prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. The Department and the Contractor agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.
- F. The Contractor shall comply with Cal. Code Regs., tit. 9, § 1840.304, when submitting claims for FFP for services billed by individual or group providers. The Contractor shall submit service codes from the Health Care Procedure Coding System (HCPCS) published in the most current Mental Health Medi-Cal billing manual.

6. Payment Data Certification

Contractor shall certify the data it provides to the Department to be used in determining payment of FFP to the Contractor, in accordance with 42 C.F.R. §§ 438.604 and 438.606.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

7. System Changes

In the event changes in federal or state law or regulations, including court decisions and interpretations, necessitate a change in either the fiscal or program obligations or operations of the Contractor or the Department, or a change in obligation for the cost of providing covered services the Department and the Contractor agree to negotiate, pursuant to the Welf. & Inst. Code § 14714(c) regarding (a) changes required to remain in compliance with the new law or changes in existing obligations, (b) projected programmatic and fiscal impacts, (c) necessary contract amendments. To the extent that contract amendments are necessary, the parties agree to act to ensure appropriate amendments are made to accommodate any changes required by law or regulation.

8. Administrative Reimbursement

- A. The Contractor may submit claims for reimbursement of Medical Administrative Activities (MAA) pursuant to Welf. & Inst. Code § 14132.47. The Contractor shall not submit claims for MAA unless it has submitted a claiming plan to the Department which was approved by the Department and is effective during the quarter in which the costs being claimed were incurred. In addition, the Contractor shall not submit claims for reimbursements of MAA that are not consistent with the Contractor's approved MAA claiming plan. The Contractor shall not use the relative value methodology to report its MAA costs on the year-end cost report. Rather, the Contractor shall calculate and report MAA units on the cost report by multiplying the amount of time (minutes, hours, etc.) spent on MAA activities by the salary plus benefits of the staff performing the activity and then allocating indirect administrative and other appropriately allocated costs.
- B. Pursuant to the Welf. & Inst. Code § 14711(c), administrative costs shall be claimed separately in a manner consistent with federal Medicaid requirements and the approved Medicaid state plans and waivers and shall be limited to 15 percent of the total actual cost of direct client services. The cost of performing quality assurance and utilization review activities shall be reimbursed separately and shall not be included in administrative costs.

9. Notification of Request for Contract Amendment

In addition to the provisions in Exhibit E, Additional Provisions, both parties agree to notify the other party whenever an amendment to this contract is to be requested so that informal discussion and consultation can occur prior to a formal amendment process.

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ADDITIONAL PROVISIONS

1. Additional Incorporated Exhibits

A. The following additional exhibits are attached, incorporated herein, and made a part hereof by this reference:

1) Exhibit A, Attachment 9	Documentation Requirements	7 page(s)
2) Exhibit A, Attachment 10	Coordination And Continuity Of Care	2 page(s)
3) Exhibit A, Attachment 11	Information Requirements	10 pages
4) Exhibit A, Attachment 12	Beneficiary Problem Resolution	21 page
5) Exhibit A, Attachment 13	Program Integrity	7 pages
6) Exhibit A, Attachment 14	Reporting Requirements	3 pages
7) Exhibit B	Budget Detail And Payment Provisions	5 pages
8) Exhibit C *	General Terms And Conditions	GTC 04/2017
9) Exhibit D (F)	Special Terms And Conditions (Attached hereto as part of this agreement) (Notwithstanding Provisions 2, 3, 4, 6 ,8, 12, 14, 22, 25, 29, and 30 which do not apply to this agreement.)	26 pages
10) Exhibit E	Additional Provisions (Program Terms And Conditions)	16 pages
11) Exhibit E, Attachment 1	Definitions	4 pages
12) Exhibit E, Attachment 2	Service Definitions	6 pages
13) Exhibit F	HIPAA Business Associate Addendum	27 pages
14) Exhibit F, Attachment B	Information Security Exchange Agreement between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS)	101 pages

2. Amendment Process

Should either party, during the term of this Contract, desire a change or amendment to the terms of this Contract, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether

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the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.

3. Cancellation/Termination

A. General Provisions

- 1) As required by, if the Contractor decides not to contract with the Department, does not renew its contract, or is unable to meet the standards set by the Department, the Contractor agrees to inform the Department of this decision in writing. (Welf. & Inst. Code § 14712(c)(1).)
- 2) If the Contractor is unwilling to contract for the delivery of specialty mental health services or if the Department or Contractor determines that the Contractor is unable to adequately provide specialty mental health services or that the Contractor does not meet the standards the Department deems necessary for a mental health plan, the Department shall ensure that specialty mental health services are provided to Medi-Cal beneficiaries. (Welf. & Inst. Code § 147122(c)(2), (3).)
- 3) The Department may contract with qualifying individual counties, counties acting jointly, or other qualified entities approved by the Department for the delivery of specialty mental health services in any county that is unable or unwilling to contract with the Department. The Contractor may not subsequently contract to provide specialty mental health services unless the Department elects to contract with the Contractor. (Welf. & Inst. Code § 147122(c)(4).)
- 4) If the Contractor does not contract with the Department to provide specialty mental health services, the Department will work with the Department of Finance and the Controller to obtain funds from the Contractor in accordance with Government (Govt.) Code 30027.10. (Welf. & Inst. Code § 147122(d).)

A. Contract Renewal

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- 1) This contract may be renewed if the Contractor continues to meet the statutory and regulatory requirements governing this contract, as well as the terms and conditions of this contract. Failure to meet these requirements shall be cause for nonrenewal of the contract. (42 C.F.R. § 438.708; Welf. & Inst. Code § 14714(b)(1).) The Department may base the decision to renew on timely completion of a mutually agreed-upon plan of correction of any deficiencies, submissions of required information in a timely manner, and/or other conditions of the contract. (Welf. & Inst. Code § 14714(b)(1).)

- 2) In the event the contract is not renewed based on the reasons specified in (1), the Department will notify the Department of Finance, the fiscal and policy committees of the Legislature, and the Controller of the amounts to be sequestered from the Mental Health Subaccount, the Mental Health Equity Account, and the Vehicle License Fee Collection Account of the Local Revenue Fund and the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011, and the Controller will sequester those funds in the Behavioral Health Subaccount pursuant to Govt. Code § 30027.10. Upon this sequestration, the Department will use the funds in accordance with Govt. Code § 30027.10. (Welf. & Inst. Code § 14714(b)(3).)

B. Contract Amendment Negotiations

Should either party during the life of this contract desire a change in this contract, such change shall be proposed in writing to the other party. The other party shall acknowledge receipt of the proposal in writing within 10 days and shall have 60 days (or such different period as the parties mutually may set) after receipt of such proposal to review and consider the proposal, to consult and negotiate with the proposing party, and to accept or reject the proposal. Acceptance or rejection may be made orally within the 60-day period, and shall be confirmed in writing within five days thereafter. The party proposing any such change shall have the right to withdraw the proposal at any time prior to acceptance or rejection by the other party. Any such proposal shall set forth a detailed explanation of the reason and basis for the proposed change, a complete statement of costs and benefits of the proposed change and the text of the desired amendment to this contract that would provide for the change. If the proposal is accepted, this contract shall be amended to provide for the change mutually agreed to by the parties on the condition that the

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amendment is approved by the Department of General Services, if necessary.

D. Contract Termination

The Department or the Contractor may terminate this contract in accordance with, and within the given timeframes provided in California Code of Regulations, title 9, section 1810.323.

- 1) DHCS reserves the right to cancel or terminate this Contract immediately for cause.
- 2) The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this Contract.
- 3) Contract termination or cancellation shall be effective as of the date indicated in DHCS’ notification to the Contractor. The notice shall identify any final performance, invoicing or payment requirements.
- 4) Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel, or if cancellation is not possible reduce, subsequent contract costs.
- 5) In the event of early termination or cancellation, the Contractor shall be entitled to payment for all allowable costs authorized under this Contract and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.
- 6) The Department will immediately terminate this Contract if the Department finds that there is an immediate threat to the health and safety of Medi-Cal beneficiaries. Termination of the contract for other reasons will be subject to reasonable notice to the Contractor of the Department's intent to terminate, as well as notification to affected beneficiaries. (Welf. & Inst. Code § 14714(d).)

E. Termination of Obligations

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- 1) All obligations to provide covered services under this contract shall automatically terminate on the effective date of any termination of this contract. The Contractor shall be responsible for providing covered services to beneficiaries until the termination or expiration of the contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to beneficiaries prior to such expiration or termination.
- 2) When Contractor terminates a subcontract with a provider, Contractor shall make a good faith effort to provide notice of this termination, within 15 days, to the persons that Contractor, based on available information, determines have recently been receiving services from that provider.

F. Contract Disputes

Should a dispute arise between the Contractor and the Department relating to performance under this contract, other than disputes governed by a dispute resolution process in Chapter 11 of Division 1, California Code of Regulations, title 9, or the processes governing the audit appeals process in Chapter 9 of Division 1, California Code of Regulations, title 9 the Contractor shall follow the Dispute Resolution Process outlined in provision number 15 of Exhibit D(F) which is attached hereto as part of this contract.

4. Fulfillment of Obligation

No covenant, condition, duty, obligation, or undertaking continued or made a part of this contract shall be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply. Until performance or satisfaction of all covenants, conditions, duties, obligations, and undertakings is complete, the other party shall have the right to invoke any remedy available under this contract, or under law, notwithstanding such forbearance or indulgence.

5. Additional Provisions

A. Inspection Rights/Record Keeping Requirements

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- 1) Provision number seven (Audit and Record Retention) of Exhibit D(F), which is attached hereto as part of this Contract, supplements the following requirements.
- 2) The Contractor, and subcontractors, shall allow the Department, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and subcontractors', performance under this contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. §§ 438.3(h), 438.230(c)(3)(i-iii).) Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.
- 3) The Contractor, and subcontractors, shall retain, all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract, including beneficiary grievance and appeal records identified in Attachment 12, Section 2 and the data, information and documentation specified in 42 Code of Federal Regulations parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion

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of all legal remedies, whichever is later. (42 C.F.R. § 438.3(u); See also § 438.3(h).) Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

B. Notices

Unless otherwise specified in this contract, all notices to be given under this contract shall be in writing and shall be deemed to have been given when mailed, to the Department or the Contractor at the following addresses, unless the contract explicitly requires notice to another individual or organizational unit:

Department of Health Care Services
Mental Health Services Division
1500 Capitol Avenue, MS 2702
P.O. Box 997413
Sacramento, CA 95899-7413

Mono County Behavioral Health
P.O. Box 2619
Mammoth Lakes, CA 93546

C. Nondiscrimination

- 1) Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.
- 2) The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services,

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effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

- 3) The Contractor shall include the nondiscrimination and compliance provisions of this contract in all subcontracts to perform work under this contract.
- 4) Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to California Code of Regulations, title 9, sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.

D. Relationship of the Parties

The Department and the Contractor are, and shall at all times be deemed to be, independent agencies. Each party to this contract shall be wholly responsible for the manner in which it performs the obligations and services required of it by the terms of this contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. The Department and its agents and employees shall not be entitled to any rights or privileges of the Contractor's employees and shall not be considered in any manner to be Contractor employees. The Contractor and its agents and employees, shall not be entitled to any rights or privileges of state employees and shall not be considered in any manner to be state employees.

E. Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract 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 contract.

6. Duties of the State

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In discharging its obligations under this contract, and in addition to the obligations set forth in other parts of this contract, the Department shall perform the following duties:

A. Payment for Services

The Department shall make the appropriate payments set forth in Exhibit B and take all available steps to secure and pay FFP to the Contractor, once the Department receives FFP, for claims submitted by the Contractor. The Department shall notify Contractor and allow Contractor an opportunity to comment to the Department when questions are posed by CMS, or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.

B. Reviews

The Department shall conduct reviews of access to and quality of care in Contractor's county at least once every three years and issue reports to the Contractor detailing findings, recommendations, and corrective action, as appropriate, pursuant to California Code of Regulations, title 9, sections 1810.380 and 1810.385. The Department shall also arrange for an annual external quality review of the Contractor as required by 42 Code of Federal Regulations, part 438.350 and California Code of Regulations, title 9, section 1810.380(a)(7).

C. Monitoring for Compliance

When monitoring activities identify areas of non-compliance, the Department shall issue reports to the Contractor detailing findings, recommendations, and corrective action. Cal. Code Reg., tit. 9, § 1810.380. Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to Cal. Code Reg., tit. 9, § 1810.385.

D. The Contractor shall prepare and submit a report to the Department that provides information for the areas set forth in 42 C.F.R. § 438.66(b) and (c) as outlined in Exhibit A, Attachment 14, Section 7, in the manner specified by the Department.

E. If the Contractor has not previously implemented a Mental Health Plan or Contractor will provide or arrange for the provision of covered benefits to new eligibility groups, then the Contractor shall develop an Implementation

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Plan (as defined in Cal. Code Regs., tit. 9, § 1810.221) that is consistent with the readiness review requirements set forth in 42 Code of Federal Regulations, part 438.66(d)(4), and the requirements of Cal. Code Regs., tit. 9, § 1810.310 (a). (See 42 C.F.R. § 438.66(d)(1), (4).) The Department shall review and either approve, disapprove, or request additional information for each Implementation Plan. Notices of Approval, Notices of Disapproval and requests for additional information shall be forwarded to the Contractor within 60 days of the receipt of the Implementation Plan. (Cal. Code Regs., tit. 9, § 1810.310(b).) A Contractor shall submit proposed changes to its approved Implementation Plan in writing to the Department for review. A Contractor shall submit proposed changes in the policies, processes or procedures that would modify the Contractor's current Implementation Plan prior to implementing the proposed changes.(See Cal. Code Regs., tit. 9, § 1810.310 (b)-(c)).

- F. The Department shall act promptly to review the Contractor's Cultural Competence Plan submitted pursuant to Cal. Code Regs., tit. 9, § 1810.410. The Department shall provide a Notice of Approval or a Notice of Disapproval, including the reasons for the disapproval, to the Contractor within 60 calendar days after receipt of the plan from the Contractor. If the Department fails to provide a Notice of Approval or Disapproval, the Contractor may implement the plan 60 calendar days from its submission to the Department.
- G. Certification of Organizational Provider Sites Owned or Operated by the Contractor
- 1) The Department shall certify the organizational provider sites that are owned, leased or operated by the Contractor, in accordance with California Code of Regulations, title 9, section 1810.435, and the requirements specified in Exhibit A, Attachment 3, Section 6 of this contract. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this contract at these sites and once every three years after that date, unless the Department determines an earlier date is necessary. The on-site review required by Cal. Code Regs., tit. 9, § 1810.435(e), shall be conducted of any site owned, leased, or operated by the Contractor and used for to deliver covered services to beneficiaries, except that on-site review is not required for public school or satellite sites.

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- 2) The Department may allow the Contractor to begin delivering covered services to beneficiaries at a site subject to on-site review by the Department prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the Contractor may begin delivering covered services at a site subject to on site review by the Department is the date the Contractor requested certification of the site in accordance with procedures established by the Department, the date the site was operational, or the date a required fire clearance was obtained, whichever date is latest.
- 3) The Department may allow the Contractor to continue delivering covered services to beneficiaries at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational and has all required fire clearances.
- 4) Nothing in this section precludes the Department from establishing procedures for issuance of separate provider identification numbers for each of the organizational provider sites operated by the Contractor to facilitate the claiming of FFP by the Contractor and the Department's tracking of that information.

H. Excluded Providers

- 1) If the Department learns that the Contractor has a prohibited affiliation, as described in Attachment 1, Section 2, the Department:
 - a) Must notify the Secretary of the noncompliance.
 - b) May continue an existing agreement with the Contractor unless the Secretary directs otherwise.
 - c) May not renew or otherwise extend the duration of an existing agreement with the Contractor unless the Secretary provides to the State and to Congress a written statement describing compelling reasons that exist for renewing or extending the agreement despite the prohibited affiliations.
 - d) Nothing in this section must be construed to limit or otherwise affect any remedies available to the U.S. under

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sections 1128, 1128A or 1128B of the Act. (42 C.F.R.
§438.610(d).)

I. Sanctions

The Department shall conduct oversight and impose sanctions on the Contractor for violations of the terms of this contract, and applicable federal and state law and regulations, in accordance with Welf. & Inst. Code § 14712(e) and Cal. Code Regs., tit. 9, §§ 1810.380 and 1810.385.

J. Notification

The Department shall notify beneficiaries of their Medi-Cal specialty mental health benefits and options available upon termination or expiration of this contract.

K. Performance Measurement

The Department shall measure the Contractor's performance based on Medi-Cal approved claims and other data submitted by the Contractor to the Department using standard measures established by the Department in consultation with stakeholders.

7. State and Federal Law Governing this Contract

- A. Contractor agrees to comply with all applicable federal and state law, including the applicable sections of the state plan and waiver, including but not limited to the statutes and regulations incorporated by reference below in Sections C, E, and F, in its provision of services as the Mental Health Plan. Contractor agrees to comply with any changes to these statutes and regulations that may occur during the contract period and any new applicable statutes or regulations. These obligations shall not apply without the need for a Contract amendment(s). To the extent there is a conflict between federal or state law or regulation and a provision in this contract, Contractor shall comply with the federal or state law or regulation and the conflicting Contract provision shall no longer be in effect.
- B. Contractor agrees to comply with all existing policy letters issued by the Department. All policy letters issued by the Department subsequent to the effective date of this Contract shall provide clarification of Contractor's obligations pursuant to this Contract, and may include instructions to the Contractor regarding implementation of mandated obligations pursuant to

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State or federal statutes or regulations, or pursuant to judicial interpretation.

C. Federal law:

- 1) Title 42 United States Code, to the extent that these requirements are applicable;
- 2) 42 C.F.R. to the extent that these requirements are applicable;
- 3) 42 C.F.R. Part 438, Medicaid Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHPs), except for the provisions listed in paragraph D and E, below.
- 4) 42 C.F.R. § 455 to the extent that these requirements are applicable;
- 5) Title VI of the Civil Rights Act of 1964
- 6) Title IX of the Education Amendments of 1972
- 7) Age Discrimination Act of 1975
- 8) Rehabilitation Act of 1973
- 9) Americans with Disabilities Act
- 10) Section 1557 of the Patient Protection and Affordable Care Act
- 11) Deficit Reduction Act of 2005;
- 12) Balanced Budget Act of 1997.
- 13) The Contractor shall comply with the provisions of the Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of \$2000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.
- 14) The Contractor shall comply with the provisions of the Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by

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the Contractor and its subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.

- 15) The Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of \$2,000 for construction and in excess of \$2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.
 - 16) Any applicable federal and state laws that pertain to beneficiary rights.
- D. The following sections of 42 Code of Federal Regulations, part 438 are inapplicable to this Contract:
- 1) §438.3(b) Standard Contract Provisions – Entities eligible for comprehensive risk contracts
 - 2) §438.3(c) Standard Contract Provisions - Payment
 - 3) §438.3(g) Standard Contract Provisions - Provider preventable conditions
 - 4) §438.3(o) Standard Contract Provisions - LTSS contract requirements
 - 5) §438.3(p) Standard Contract Provisions – Special rules for HIOs
 - 6) §438.3(s) Standard Contract Provisions – Requirements for MCOs, PIHPs, or PAHPs that provide covered outpatient drugs
 - 7) §438.4 Actuarial Soundness
 - 8) §438.5 Rate Development Standards
 - 9) §438.6 Special Contract Provisions Related to Payment
 - 10) §438.7 Rate Certification Submission

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- 11) §438.8 Medical Loss Ratio Standards
 - 12) §438.9 Provisions that Apply to Non-emergency Medical Transportation
 - 13) §438.50 State Plan Requirements
 - 14) §438.52 Choice of MCOs, PIHPs, PAHPs, PCCMs, and PCCM entities
 - 15) §438.56 Disenrollment: requirements and limitations
 - 16) §438.70 Stakeholder engagement when LTSS is delivered through a managed care program
 - 17) 438.74 State Oversight of the Minimum MLR Requirements
 - 18) §438.104 Marketing
 - 19) §438.110 Member advisory committee
 - 20) §438.114 Emergency and Post-Stabilization
 - 21) §438.362 Exemption from External Quality Review
 - 22) §438.700-730 Basis for Imposition of Sanctions
 - 23) §438.802 Basic Requirements
 - 24) §438.810 Expenditures for Enrollment Broker Services
 - 25) §438.816 Expenditures for the beneficiary support system for enrollees using LTSS
- E. Specific provisions of 42 Code of Federal Regulations, part 438 relating to the following subjects are inapplicable to this Contract:
- 1) Long Terms Services and Supports
 - 2) Managed Long Terms Services and Supports
 - 3) Actuarially Sound Capitation Rates

Exhibit E
ADDITIONAL PROVISIONS

- 4) Medical Loss Ratio
 - 5) Religious or Moral Objections to Delivering Services
 - 6) Family Planning Services
 - 7) Drug Formularies and Covered Outpatient Drugs
- F. Pursuant to Welfare & Institutions Code section 14704, a regulation or order concerning Medi-Cal specialty mental health services adopted by the State Department of Mental Health pursuant to Division 5 (commencing with Section 5000), as in effect preceding the effective date of this section, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by DHCS, or until it expires by its own terms.
- G. State Law:
- 1) Division 5, Welfare & Institutions Code, to the extent that these requirements are applicable to the services and functions set forth in this contract
 - 2) Welf. & Inst. Code §§ 14680-14685.1
 - 3) Welf. & Inst. Code §§ 14700-14726
 - 4) Chapter 7, Part 3, Division 9, Welf. & Inst. Code, to the extent that these requirements are applicable to the services and functions set forth in this contract
 - 5) Cal. Code Regs., tit. 9, § 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services
 - 6) Cal. Code Regs., tit. 22, §§ 50951 and 50953
 - 7) Cal. Code Regs., tit. 22, §§ 51014.1 and 51014.2

Exhibit E – Attachment 1
DEFINITIONS

1. The following definitions and the definitions contained in California Code of Regulations, title 9, sections 1810.100-1850.535 shall apply in this contract. If there is a conflict between the following definitions and the definitions in California Code of Regulations, title 9, sections 1810.100-1850.535, the definitions below will apply.
 - A. “Advance Directives” means a written instruction, such as a living will or durable power of attorney for health care, recognized under State law (whether statutory or as recognized by the courts of the State), relating to the provision of the healthcare when the individual is incapacitated.
 - B. “Abuse” means, as the term described in, provider practices that are inconsistent with sound, fiscal, business, or medical practices, and result in an unnecessary cost to the Medi-Cal program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes beneficiary practices that result in unnecessary cost to the Medi-Cal program. (See 42 C.F.R. §§ 438.2, 455.2)
 - C. “Appeal” means a review by the Contractor of an adverse benefit determination.
 - D. “Beneficiary” means a Medi-Cal recipient who is currently receiving services from the Contractor.
 - E. "Contractor" means Mono County Behavioral Health.
 - F. "Covered Specialty Mental Health Services" are defined in Exhibit E, Attachment 2.
 - G. "Department" means the California Department of Health Care Services (DHCS).
 - H. “Director” means the Director of DHCS.
 - I. “Emergency” means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel or a public safety agency (Health & Safety Code § 1797.07).
 - J. “Fraud” means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to self or some other person. It includes an act that

**Exhibit E – Attachment 1
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constitutes fraud under applicable State and Federal law. (42 C.F.R. §§ 438.2, 455.2)

- K. “Grievance” means an expression of dissatisfaction about any matter other than adverse benefit determination. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the beneficiary’s rights regardless of whether remedial action is requested. Grievance includes a beneficiary’s right to dispute an extension of time proposed by the Contractor to make an authorization decision. (42 C.F.R. § 438.400)
- L. “Habilitative services and devices” help a person keep, learn, or improve skills and functioning for daily living. (45 C.F.R. § 156.115(a)(5)(i))
- M. "HHS" means the United States Department of Health and Human Service
- N. “Specialist” means a psychiatrist who has a license as a physician and surgeon in this state and shows evidence of having completed the required course of graduate psychiatric education as specified by the American Board of Psychiatry and Neurology in a program of training accredited by the Accreditation Council for Graduate Medical Education, the American Medical Association, or the American Osteopathic Association. (Cal. Code Regs., tit. 9 § 623.)
- O. A “Network Provider” means any provider, group of providers, or entity that has a network provider agreement with a Mental Health Plan, or a subcontractor, and receives Medicaid funding directly or indirectly to order, refer or render covered services as a result of the Department’s contract with a Mental Health Plan. A network provider is not a subcontractor by virtue of the network provider agreement. (42 C.F.R. § 438.2)
- P. “Out-of-network provider” means a provider or group of providers that does not have a network provider agreement with a Mental Health Plan, or with a subcontractor. (A provider may be “out of network” for one Mental Health Plan, but in the network of another Mental Health Plan.)
- Q. “Out-of-plan provider” has the same meaning as out-of-network provider.
- R. “Provider” means a person or entity who is licensed, certified, or otherwise recognized or authorized under state law governing the healing arts to provide specialty mental health services and who meets the standards for

Exhibit E – Attachment 1
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participation in the Medi-Cal program as described in California Code of Regulations, title 9, Division 1, Chapters 10 or 11 and in Division 3, Subdivision 1 of Title 22, beginning with Section 50000. Provider includes but is not limited to licensed mental health professionals, clinics, hospital outpatient departments, certified day treatment facilities, certified residential treatment facilities, skilled nursing facilities, psychiatric health facilities, general acute care hospitals, and acute psychiatric hospitals. The MHP is a provider when direct services are provided to beneficiaries by employees of the Mental Health Plan.

- S. "Overpayment" means any payment made to a network provider by a Mental Health Plan to which the provider is not entitled under Title XIX of the Act or any payment to a Mental Health Plan by a State to which the Mental Health Plan is not entitled to under Title XIX of the Act. (42 C.F.R. § 438.2)
- T. "Physician Incentive Plans" mean any compensation arrangement to pay a physician or physician group that may directly or indirectly have the effect of reducing or limiting the services provided to any plan enrollee.
- U. "PIHP" means Prepaid Inpatient Health Plan. . A Prepaid Inpatient Health Plan is an entity that:
- 1) Provides medical services to beneficiaries under contract with the Department of Health Care Services, and on the basis of prepaid capitation payments, or other payment arrangement that does not use state plan rates;
 - 2) Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its beneficiaries; and
 - 3) Does not have a comprehensive risk contract. (42 C.F.R. § 438.2)
- V. "Rehabilitation" means a recovery or resiliency focused service activity identified to address a mental health need in the client plan. This service activity provides assistance in restoring, improving, and/or preserving a beneficiary's functional, social, communication, or daily living skills to enhance self-sufficiency or self regulation in multiple life domains relevant to the developmental age and needs of the beneficiary. Rehabilitation also includes support resources, and/or medication education. Rehabilitation may be provided to a beneficiary or a group of beneficiaries. (California's

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DEFINITIONS**

Medicaid State Plan, State Plan Amendment 10-016, Attachment 3.1-A, Supplement 3, p. 2a.)

- W. “Satellite site” means a site owned, leased or operated by an organizational provider at which specialty mental health services are delivered to beneficiaries fewer than 20 hours per week, or, if located at a multiagency site at which specialty mental health services are delivered by no more than two employees or contractors of the provider.
- X. "Subcontract" means an agreement entered into by the Contractor with any of the following:
- 1) Any other organization or person who agrees to perform any administrative function or service for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department under the terms of this contract.
 - 2) “Subcontractor” means an individual or entity that has a contract with an MCO, PIHP, PAHP, or PCCM entity that relates directly or indirectly to the performance of the MCO's, PIHP's, PAHP's, or PCCM entity's obligations under its contract with the State. A network provider is not a subcontractor by virtue of the network provider agreement with the MCO, PIHP, or PAHP. Notwithstanding the foregoing, for purposes of Exhibit D(F) the term “subcontractor” shall include network providers.

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SERVICE DEFINITIONS

1. The Contractor shall provide, or arrange and pay for, the following medically necessary covered Specialty Mental Health Services to beneficiaries of Mono County. Services shall be provided based on medical necessity criteria, in accordance with an individualized Client Plan, and approved and authorized according to State of California requirements. Services include:
 - A. Mental Health Services Individual or group therapies and interventions are designed to provide a reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living, and enhanced self-sufficiency. These services are separate from those provided as components of adult residential services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include, but are not limited to:
 - 1) Assessment - A service activity designed to evaluate the current status of mental, emotional, or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the clinical history, analysis of relevant cultural issues and history; diagnosis; and the use of mental health testing procedures.
 - 2) Plan Development - A service activity that consists of development of client plans, approval of client plans, and/or monitoring and recording of progress.
 - 3) Therapy - A service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to reduce functional impairments. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.
 - 4) Rehabilitation - A service activity that includes, but is not limited to, assistance, improving, maintaining or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education.
 - 5) Collateral - A service activity involving a significant support person in the beneficiary's life for the purpose of addressing the mental health needs of the beneficiary in terms of achieving goals of the beneficiary's client plan. Collateral may include, but is not limited

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to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by the client, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s) in achieving the goals of the client plan. The client may or may not be present for this service activity.

- B. Medication Support Services include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service activities may include but are not limited to: evaluation of the need for medication; evaluation of clinical effectiveness and side effects; obtaining informed consent; instruction in the use, risks and benefits of, and alternatives for, medication; collateral and plan development related to the delivery of service and/or assessment for the client; prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals; and medication education.
- C. Day Treatment Intensive are a structured, multi-disciplinary program of therapy that may be used as an alternative to hospitalization, or to avoid placement in a more restrictive setting, or to maintain the client in a community setting and which provides services to a distinct group of beneficiaries who receive services for a minimum of three hours per day (half-day) or more than four hours per day (full-day). Service activities may include, but are not limited to, assessment, plan development, therapy, rehabilitation and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.
- D. Day Rehabilitation services are a structured program of rehabilitation and therapy with services to improve, maintain or restore personal independence and functioning, consistent with requirements for learning and development and which provides services to a distinct group of beneficiaries who receive services for a minimum of three hours per day (half-day) or more than four hours per day (full-day). Service activities may include, but are not limited to assessment, plan development, therapy, rehabilitation and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.

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- E. Crisis Intervention services last less than 24 hours and are for, or on behalf of, a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include, but are not limited to, assessment, collateral and therapy. Crisis Intervention services may either be face-to-face or by telephone with the beneficiary or the beneficiary's significant support person and may be provided anywhere in the community.
- F. Crisis Stabilization services last less than 24 hours and are for, or on behalf of, a beneficiary for a condition that requires a more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral, and therapy. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.
- G. Adult Residential Treatment Services are rehabilitative services provided in a non-institutional, residential setting for beneficiaries who would be at risk of hospitalization or other institutional placement if they were not receiving residential treatment services. The services include a wide range of activities and services that support beneficiaries in their effort to restore, maintain, and apply interpersonal and independent living skills and to access community support systems. Service activities may include assessment, plan development, therapy, rehabilitation, and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.
- H. Crisis Residential services provide an alternative to acute psychiatric hospital services for beneficiaries who otherwise would require hospitalization. The CRS programs for adults provide normalized living environments, integrated into residential communities. The services follow a social rehabilitation model that integrates aspects of emergency psychiatric care, psychosocial rehabilitation, milieu therapy, case management and practical social work.
- I. Psychiatric Health Facility Services—A Psychiatric Health Facility is a facility licensed under the provisions beginning with Section 77001 of Chapter 9, Division 5, Title 22 of the California Code of Regulations. "Psychiatric Health Facility Services" are therapeutic and/or rehabilitative services provided in a psychiatric health facility on an inpatient basis to beneficiaries who need acute care, which meets the criteria of Section 1820.205 of Chapter 11, Division 1, Title 9 of the California Code of Regulations, and whose physical health needs can be met in an affiliated

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general acute care hospital or in outpatient settings. These services are separate from those categorized as “Psychiatric Inpatient Hospital”.

- J. Intensive Care Coordination (ICC) is a targeted case management service that facilitates assessment of, care planning for and coordination of services to beneficiaries under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical necessity criteria for this service. ICC service components include: assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the Core Practice Model (CPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a youth, his/her family and involved child-serving systems. The CFT is comprised of – as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the client plan and are responsible for supporting the child/youth and family in attaining their goals. ICC also provides an ICC coordinator who:
- 1) Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/youth driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child/youth;
 - 2) Facilitates a collaborative relationship among the child/youth, his/her family and systems involved in providing services to the child/youth;
 - 3) Supports the parent/caregiver in meeting their child/youth’s needs;
 - 4) Helps establish the CFT and provides ongoing support; and
 - 5) Organizes and matches care across providers and child serving systems to allow the child/youth to be served in his/her community
- K. Intensive Home Based Services (IHBS) are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child/youth’s functioning and are aimed at helping the child/youth build skills necessary for successful functioning in the home and community and improving the child/youth’s family’s ability to help the

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child/youth successfully function in the home and community. IHBS services are provided according to an individualized treatment plan developed in accordance with the Core Practice Model (CPM) by the Child and Family Team (CFT) in coordination with the family's overall service plan which may include IHBS. Service activities may include, but are not limited to assessment, plan development, therapy, rehabilitation and collateral. IHBS is provided to beneficiaries under 21 who are eligible for the full scope of Medi-Cal services and who meet medical necessity criteria for this service.

- L. Therapeutic Behavioral Services (TBS) are intensive, individualized, short-term outpatient treatment interventions for beneficiaries up to age 21. Individuals receiving these services have serious emotional disturbances (SED), are experiencing a stressful transition or life crisis and need additional short-term, specific support services to accomplish outcomes specified in the written treatment plan.

- M. Therapeutic Foster Care (TFC) Services model allows for the provision of short-term, intensive, highly coordinated, trauma informed and individualized SMHS activities (plan development, rehabilitation and collateral) to children and youth up to age 21 who have complex emotional and behavioral needs and who are placed with trained, intensely supervised and supported TFC parents. The TFC parent serves as a key participant in the therapeutic treatment process of the child or youth. The TFC parent will provide trauma informed interventions that are medically necessary for the child or youth. TFC is intended for children and youth who require intensive and frequent mental health support in a family environment. The TFC service model allows for the provision of certain SMHS activities (plan development, rehabilitation and collateral) available under the EPSDT benefit as a home-based alternative to high level care in institutional settings such as group homes and an alternative to Short Term Residential Therapeutic Programs (STRTPs).

- N. Psychiatric Inpatient Hospital Psychiatric Inpatient Hospital Services include both acute psychiatric inpatient hospital services and administrative day services. Acute psychiatric inpatient hospital services are provided to beneficiaries for whom the level of care provided in a hospital is medically necessary to diagnose or treat a covered mental illness. Administrative day services are inpatient hospital services provided to beneficiaries who were admitted to the hospital for an acute psychiatric inpatient hospital service and the beneficiary's stay at the hospital must be continued beyond the beneficiary's need for acute

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psychiatric inpatient hospital services due to lack of residential placement options at non-acute residential treatment facilities that meet the needs of the beneficiary.

Psychiatric inpatient hospital services are provided by SD/MC hospitals and FFS/MC hospitals. MHPs claim reimbursement for the cost of psychiatric inpatient hospital services provided by SD/MC hospitals through the SD/MC claiming system. FFS/MC hospitals claim reimbursement for the cost of psychiatric inpatient hospital services through the Fiscal Intermediary. MHPs are responsible for authorization of psychiatric inpatient hospital services reimbursed through either billing system. For SD/MC hospitals, the daily rate includes the cost of any needed professional services. The FFS/MC hospital daily rate does not include professional services, which are billed separately from the FFS/MC inpatient hospital services via the SD/MC claiming system.

- O. Targeted Case Management Targeted case management is a service that assists a beneficiary in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to services and the service delivery system; monitoring of the beneficiary's progress, placement services, and plan development. TCM services may be face-to-face or by telephone with the client or significant support persons and may be provided anywhere in the community. Additionally, services may be provided by any person determined by the MHP to be qualified to provide the service, consistent with the scope of practice and state law.

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

<ol style="list-style-type: none"> 1. Federal Equal Employment Opportunity Requirements 2. Travel and Per Diem Reimbursement 3. Procurement Rules 4. Equipment Ownership / Inventory / Disposition 5. Subcontract Requirements 6. Income Restrictions 7. Audit and Record Retention 8. Site Inspection 9. Federal Contract Funds 10. Intellectual Property Rights 11. Air or Water Pollution Requirements 12. Prior Approval of Training Seminars, Workshops or Conferences 13. Confidentiality of Information 14. Documents, Publications, and Written Reports 15. Dispute Resolution Process 16. Financial and Compliance Audit Requirements 	<ol style="list-style-type: none"> 17. Human Subjects Use Requirements 18. Novation Requirements 19. Debarment and Suspension Certification 20. Smoke-Free Workplace Certification 21. Covenant Against Contingent Fees 22. Payment Withholds 23. Performance Evaluation 24. Officials Not to Benefit 25. Four-Digit Date Compliance 26. Prohibited Use of State Funds for Software 27. Use of Small, Minority Owned and Women's Businesses 28. Alien Ineligibility Certification 29. Union Organizing 30. Contract Uniformity (Fringe Benefit Allowability) 31. Suspension or Stop Work Notification 32. Lobbying Restrictions and Disclosure Certification
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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

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

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

3. Procurement Rules

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

a. Equipment/Property definitions

Wherever the term equipment and/or 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 DHCS 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 DHCS or the cost is reimbursed through this Agreement.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property 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/property and services related to such purchases for performance under this Agreement.
- (1) Equipment/property purchases shall not exceed \$50,000 annually.

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor shall

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

- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property 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, 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/property 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 DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, 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 DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

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

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

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

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

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

- (2) **Annual Equipment/Property Inventory** - 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 DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS 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 DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
- (c) Contact the DHCS 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 either the DHCS Program Contract Manager or DHCS' 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, DHCS 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 and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor 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 DHCS 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 DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS 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 DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

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

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS 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 and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS 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 with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, 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 and/or Subcontractor'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 DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, 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 (California Department of Health Care Services).
 - [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 the California Department of Health Care Services (DHCS), 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 and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, 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 and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. 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 costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
- (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) DHCS may identify the information needed to fulfill this requirement.
 - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - (a) A local governmental entity or the federal government,
 - (b) A State college or State university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
 - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <http://www.dgs.ca.gov/ols/Resources/StateContractManual.aspx>.
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

- (1) Upon receipt of a written notice from DHCS 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 DHCS.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- e. DHCS 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.
- 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 DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. 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 DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

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

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this

Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. 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 work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS 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 DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the 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 DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS 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 DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose 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 DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (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 DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS 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 DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

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 DHCS 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 DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, 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 DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, 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 DHCS 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 DHCS.

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 DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (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 DHCS 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) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not 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 DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by

Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

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

h. Federal Funding

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

i. Survival

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

11. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

12. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior DHCS 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 or Subcontractor to conduct routine business matters.

13. Confidentiality of Information

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

14. 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.

15. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the DHCS 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 Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' 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 DHCS Program 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.

16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,*** the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards,*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

- (4) If the Contractor submits to DHCS a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
 - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
 - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
 - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
 - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

18. Novation Requirements

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

24. 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.

25. Four-Digit Date Compliance

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

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

26. Prohibited Use of State Funds for Software

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

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.

27. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. 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, DHCS 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.
 - (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 Provision f (3)(a) 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).

(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 DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

31. Suspension or Stop Work Notification

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
 - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
 - (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:
 - (a) Cancel, extend, or modify the suspension or stop work notification; or
 - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

32. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) 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;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**Attachment 1
State of California
Department of Health Care Services**

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Mono County Behavioral Health
Name of Contractor

Robin Roberts
Printed Name of Person Signing for Contractor

17-94597
Contract / Grant Number

Signature of Person Signing for Contractor

Date

Director
Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services
Mental Health Services Division/Program Policy Unit
Attn: Dee Taylor
1500 Capitol Avenue, MS 2702
P.O. Box Number 997413
Sacramento, CA 95899-7413

DHCS reserves the right to notify the contractor in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year ____ quarter ____</p> <p>date of last report ____.</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier ____, if known:</p> <p>Congressional District, If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: ____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 21010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

<i>I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</i>	<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i> <i>Mono County Behavioral Health</i>	<i>94-60005661</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i> <i>Robin Roberts, LMFT, Director</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i> <i>Mono, California</i>

EXHIBIT F

Privacy and Information Security Provisions

Part I: HIPAA Business Associate Addendum

1. Recitals

- A. 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. § 17921 et seq., and their implementing privacy and security regulations at 45 C.F.R. Parts 160 and 164 (“the HIPAA regulations”) between Department and Contractor arises only to the extent that Contractor performs functions or activities on behalf of the Department pursuant to this Agreement that are described in the definition of “business associate” in 45 C.F.R. § 160.103, including but not limited to utilization review, quality assurance, or benefit management.
- B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”), including protected health information in electronic media (“ePHI”), under federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit F, Part I of this Agreement. This information is hereafter referred to as “Department PHI”.
- C. To the extent Contractor performs the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit F, Part I of this Agreement, Contractor is the Business Associate of the Department acting on the Department's behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of the Department and creates, receives, maintains, transmits, uses or discloses PHI and ePHI in the provision of such services or in the performance of such functions or activities. The Department and Contractor are each a party to this Agreement and are collectively referred to as the “parties.”
- D. The purpose of this Part I is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this 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 the Department must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 C.F.R. Parts 160 and 164 and the HITECH Act.
- E. The terms used in this Part I, 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.

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2. 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. Department PHI shall mean Protected Health Information or Electronic Protected Health Information, as defined below, accessed by Contractor in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services on behalf of the Department as specified in Section 1.A. of Exhibit F, Part I of this Agreement. The terms PHI as used in this document shall mean Department PHI.
- E. Electronic Health Records shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. § 17921 and implementing regulations.
- F. 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 C.F.R. § 160.103.
- G. 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 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 C.F.R. § 160.103.
- H. Privacy Rule shall mean the HIPAA Regulations that are found at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- I. Protected Health Information (PHI) 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 C.F.R. § 160.103 and as defined under HIPAA.

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- J. Required by law, as set forth under 45 C.F.R. § 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 Department PHI, or confidential data utilized by Contractor to perform the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit F, Part I of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.
- M. Security Rule shall mean the HIPAA regulations that are found at 45 C.F.R. Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. § 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

3. Terms of Agreement

- A. **Permitted Uses and Disclosures of Department PHI by Contractor.** Except as otherwise indicated in this Exhibit F, Part I, Contractor may use or disclose Department PHI only to perform functions, activities or services specified in Section 1.A of Exhibit F, Part I of this Agreement, for, or on behalf of the Department, provided that such use or disclosure would not violate the HIPAA regulations, if done by the Department. Any such use or disclosure, if not for purposes of treatment activities of a health care provider as defined by the Privacy Rule, must, to the extent practicable, be limited to the limited data set, as defined in 45 C.F.R. § 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.
- B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit F, Part I, Contractor may:

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Privacy and Information Security Provisions

- 1) **Use and disclose for management and administration.** Use and disclose Department PHI for the proper management and administration of the Contractor's business, provided that such disclosures are required by law, or the Contractor 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 Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
- 2) **Provision of Data Aggregation Services.** Use Department PHI to provide data aggregation services to the Department to the extent requested by the Department and agreed to by Contractor. Data aggregation means the combining of PHI created or received by the Contractor, as the Business Associate, on behalf of the Department 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 the Department.

C. Prohibited Uses and Disclosures

- 1) Contractor shall not disclose Department PHI about an individual to a health plan for payment or health care operations purposes if the Department 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. §§ 17935(a) and 45 C.F.R. § 164.522(a).
- 2) Contractor shall not directly or indirectly receive remuneration in exchange for Department PHI, except with the prior written consent of the Department and as permitted by 42 U.S.C. § 17935(d)(2).

D. Responsibilities of Contractor

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law.
- 2) **Compliance with the HIPAA Security Rule.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 C.F.R. §§ 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards,

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implementation specifications and other requirements of 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316. Contractor 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 Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.

- 3) **Security.** Contractor shall 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:
 - a) Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;
 - b) Achieving and maintaining compliance with the HIPAA Security Rule (45 C.F.R. Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement; and
 - 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.
- 1) **Security Officer.** Contractor 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 the Department.
- 2) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PHI by Contractor or its subcontractors in violation of the requirements of this Exhibit F, Part I.
- 3) **Reporting Unauthorized Use or Disclosure.** To report to Department any use or disclosure of Department PHI not provided for by this Exhibit F, Part I of which it becomes aware.
- 4) **Contractor's Agents and Subcontractors.**
 - a) To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor

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with respect to such Department PHI under this Exhibit F, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit F, Part I into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.

- b) In accordance with 45 C.F.R. § 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:
 - i. 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 the Department; or
 - ii. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

5) **Availability of Information to the Department and Individuals to Provide Access and Information:**

- a) To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor's normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an Individual, in accordance with 45 C.F.R. § 164.524. Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the Department for this purpose and shall respond to requests for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

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- a) If Contractor maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. §17935(e). This section shall be effective as of the date that 42 U.S.C. § 17935(e) and its implementing regulations apply to the Department.
- 9) **Amendment of Department PHI.** To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 C.F.R. § 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty (20) days within which to make the amendment.
- 10) **Internal Practices.** To make Contractor's internal practices, books and records relating to the use and disclosure of Department PHI available to the Department or to the Secretary, for purposes of determining the Department's 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 Contractor, Contractor shall provide written notification to the Department and shall set forth the efforts it made to obtain the information.
- 11) **Documentation of Disclosures.** To document and make available to the Department or (at the direction of the Department) to an Individual such disclosures of Department PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of such PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 C.F.R. § 164.528 and 42 U.S.C. § 17935(c). If Contractor maintains electronic health records for the Department as of January 1, 2009, Contractor 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 Contractor acquires electronic health records for the Department after January 1, 2009, Contractor 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. This section shall be effective only as of the date that 42 U.S.C. § 17935(c) and its implementing regulations apply to the Department.
- 1) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and

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prompt reporting of any breach or security incident, and to take the following steps:

- a) **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call plus email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person. (2) To notify the Department **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit F, Part I, or potential loss of confidential data affecting this 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.
- b) Notice shall be provided to the Department Program Contract Manager and the Department 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 Department Information Security Officer. Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>
- c) Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI , Contractor shall take:
 - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- d) **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI . Within 72 hours of

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the discovery, Contractor shall submit an updated "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 Department Program Contract Manager and the Department Information Security Officer.

- e) **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Department 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 "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, and the HIPAA regulations. 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 the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten(10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. 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 "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and individual notifications are required, and the corrective action plan.
- f) **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. § 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured Department PHI involves more than 500 residents of the State of California or its jurisdiction, Contractor shall notify the Secretary of the breach immediately upon discovery of the breach. If Contractor 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 the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

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- g) **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42 U.S.C. § 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The Department Program Contract Manager and the Department 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. The Department will provide its review and approval expeditiously and without unreasonable delay.

- h) **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department 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.

Department Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Exhibit A, Scope of Work for Program Contract Manager information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000 or (800)

- 13) **Termination of Agreement.** In accordance with § 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit F, Part I, it shall take the following steps:

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- a) Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor; or
 - b) Immediately terminate the Agreement if the Department has breached a material term of the Exhibit F, Part I and cure is not possible.
- 14) **Sanctions and/or Penalties.** Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.

E. Obligations of the Department

The Department agrees to:

- 1) **Permission by Individuals for Use and Disclosure of PHI.** Provide the Contractor with any changes in, or revocation of, permission by an Individual to use or disclose Department PHI, if such changes affect the Contractor's permitted or required uses and disclosures.
- 2) **Notification of Restrictions.** Notify the Contractor of any restriction to the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI.
- 3) **Requests Conflicting with HIPAA Rules.** Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.
- 4) **Notice of Privacy Practices.** Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices at: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx> or the DHCS website at www.dhcs.ca.gov (select "Privacy in the right column and "Notice of Privacy Practices" on the right side of the page).

F. Audits, Inspection and Enforcement

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of

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Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Exhibit F, Part I, Contractor shall notify the Department. Upon request from the Department, Contractor shall provide the Department with a copy of any Department PHI that Contractor, as the Business Associate, provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 42 U.S.C. § 17934(c).

G. Termination

- 1) **Term.** The Term of this Exhibit F, Part I, shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(I).
- 2) **Termination for Cause.** In accordance with 45 C.F.R. § 164.504(e)(1)(ii), upon the Department's knowledge of a material breach or violation of this Exhibit F, Part I, by Contractor, the Department shall:
 - a) Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by the Department; or
 - b) Immediately terminate this Agreement if Contractor has breached a material term of this Exhibit F, Part I, and cure is not possible.

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Part II: Privacy and Security of Personal Information and Personally Identifiable Information Not Subject to HIPAA

1. Recitals

- A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:
- 1) The California Information Practices Act of 1977 (California Civil Code §§ 1798 et seq.).
 - 2) The Agreement between the Social Security Administration (SSA) and the Department, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA, is attached to this Exhibit F as Attachment B and is hereby incorporated in this Agreement.
- B. The purpose of this Exhibit F, Part II is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of Department pursuant to this Agreement. Specifically this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit F, Part I of this Agreement, the HIPAA Business Associate Addendum.
- C. The IEA Agreement referenced in A.2) above requires the Department to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from DHCS that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security Administration. Contractor must also ensure that any agents, including a subcontractor, to whom it provides DHCS data that includes data provided by the Social Security Administration, agree to the same requirements for privacy and security safeguards for such confidential data that apply to Contractor with respect to such information.
- D. The terms used in this Exhibit F, Part II, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and

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Agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

2. Definitions

- A. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.
- B. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).
- C. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).
- D. "Department PI" shall mean Personal Information, as defined below, accessed in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the Department.
- E. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).
- F. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under Civil Code § 1709.29. 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 a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.
- G. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.
- H. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code § 1798.3(a).
- I. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII 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

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of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

- J. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

3. Terms of Agreement**A. Permitted Uses and Disclosures of Department PI and PII by Contractor**

Except as otherwise indicated in this Exhibit F, Part II, Contractor may use or disclose Department PI only to perform functions, activities or services for or on behalf of the Department pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the Department.

B. Responsibilities of Contractor

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.
- 2) **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of Section 3, Security, below. Contractor will provide DHCS with its current policies upon request.
- 3) **Security.** Contractor shall 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:
 - a) Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements; and

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- b) 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.
- c) If the data obtained by User(s) from DHCS includes PII, User(s) shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement (IEA), which are attached as Attachment B and are incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. The User(s) also agree to ensure that any agents, including a subcontractor, to whom they provide DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to the User(s) with respect to such information.
- 4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit F, Part II.
- 5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit F, Part II on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.
- 6) **Availability of Information to DHCS.** To make Department PI and PII available to the Department for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.
- 7) **Cooperation with DHCS.** With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of

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errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).

- 8) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
- a) **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call plus email or fax** upon the discovery of a breach of unsecured Department PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving Department PII. (2) To notify the Department **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII in violation of this Agreement or this Exhibit F, Part I, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor 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 Contractor.
 - b) Notice shall be provided to the Department Program Contract Manager and the Department Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link:
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>
 - c) Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI , Contractor shall take:
 - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

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- ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

- d) **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI . Within 72 hours of the discovery, Contractor shall submit an updated “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 Department Program Contract Manager and the Department Information Security Officer:

- e) **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Department 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 “Privacy Incident Report” form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. 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 the Department requests information in addition to that listed on the “Privacy Incident Report” form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten(10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. 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 “Privacy Incident Report” form. The Department will review and approve the determination of whether a breach occurred and individual notifications are required, and the corrective action plan.

- f) **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, § 1798.29(a) – (d) and as may be required under the IEA. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Department Program Contract Manager and the Department Information Security Officer and Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications

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are made. The Department will provide its review and approval expeditiously and without unreasonable delay. If Contractor 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 the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

- g) **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department 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.

Department Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Exhibit A, Scope of Work for Program Contract Manager information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000 or (800)

- 9. **Designation of Individual Responsible for Security.** Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit F, Part II and for communicating on security matters with the Department.

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Part III: Miscellaneous Terms and Conditions Applicable to Exhibit F

1. Disclaimer

The Department makes no warranty or representation that compliance by Contractor with this Exhibit F, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the Department PHI.

2. Amendment

A. The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit F 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, and the HIPAA regulations. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit F embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations. The Department may terminate this Agreement upon thirty (30) days written notice in the event:

- 1) Contractor does not promptly enter into negotiations to amend this Exhibit F when requested by the Department pursuant to this section; or
- 2) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

3. Judicial or Administrative Proceedings

Contractor will notify the Department if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The Department may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if a finding or stipulation that the Contractor 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 Contractor is a party or has been joined. DHCS will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

4. Assistance in Litigation or Administrative Proceedings

Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the

EXHIBIT F**Privacy and Information Security Provisions**

Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

5. No Third-Party Beneficiaries

Nothing express or implied in the terms and conditions of this Exhibit F is intended to confer, nor shall anything herein confer, upon any person other than the Department or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

6. Interpretation

The terms and conditions in this Exhibit F shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit F shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.

7. Conflict

In case of a conflict between any applicable privacy or security rules, laws, regulations or 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, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.

8. Regulatory References

A reference in the terms and conditions of this Exhibit F to a section in the HIPAA regulations means the section as in effect or as amended.

9. Survival

The respective rights and obligations of Contractor under Section 3, Item D of Exhibit F, Part I, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.

10. 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.

11. Audits, Inspection and Enforcement

EXHIBIT F**Privacy and Information Security Provisions**

From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit F. Contractor shall promptly remedy any violation of any provision of this Exhibit F. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit F. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit F.

12. Due Diligence

Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit F 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 Exhibit F.

13. Term

The Term of this Exhibit F shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.

14. Effect of Termination

Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit F to such Department PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

EXHIBIT F

Privacy and Information Security Provisions

Attachment A

Business Associate Data Security Requirements

1. Personnel Controls

- A. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor'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 termination of this Agreement.
- 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 Department 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 Department PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.
- D. **Background Check.** Before a member of the workforce may access Department PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

- A. **Workstation/Laptop encryption.** All workstations and laptops that store Department PHI or PI either directly or temporarily 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 Department Information Security Office.
- B. **Server Security.** Servers containing unencrypted Department 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.

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- C. **Minimum Necessary.** Only the minimum necessary amount of Department PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. **Removable media devices.** All electronic files that contain Department 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.
- E. **Antivirus software.** All workstations, laptops and other systems that process and/or store Department 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 Department 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. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- G. **User IDs and Password Controls.** All users must be issued a unique user name for accessing Department 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. 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 at least 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:
- 1) Upper case letters (A-Z)
 - 2) Lower case letters (a-z)
 - 3) Arabic numerals (0-9)
 - 4) Non-alphanumeric characters (punctuation symbols)
- H. **Data Destruction.** When no longer needed, all Department 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 Department Information Security Office.

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Privacy and Information Security Provisions

- I. **System Timeout.** The system providing access to Department 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 Department 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 Department PHI or PI, or which alters Department 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 Department 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 Department PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- M. **Transmission encryption.** All data transmissions of Department 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 Department PHI can be encrypted. This requirement pertains to any type of Department 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 Department PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

- A. **System Security Review.** Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Department 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 Department 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 Department PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

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4. 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 Department PHI or PI held in an electronic format 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 this Agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to backup Department PHI to maintain retrievable exact copies of Department 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 Department PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Department data.

5. Paper Document Controls

- A. **Supervision of Data.** Department 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. Department 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 Department PHI or PI is contained shall be escorted and Department PHI or PI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** Department PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. **Removal of Data.** Only the minimum necessary Department PHI or PI may be removed from the premises of the Contractor except with express written permission of the Department. Department PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.
- E. **Faxing.** Faxes containing Department 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 containing Department PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible.

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Mailings which include 500 or more individually identifiable records of Department 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 the Department to use another method is obtained.

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.

<i>Contractor/Bidder Firm Name (Printed)</i> <i>Mono County Behavioral Health</i>		<i>Federal ID Number</i> <i>94-60005661</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> <i>Robin Roberts, Director</i>		
<i>Date Executed</i>	<i>Executed in the County of</i> <i>Mono</i>	

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 lesser 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.

**INFORMATION EXCHANGE AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION (SSA)
AND
THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES**

- A. PURPOSE:** The purpose of this Information Exchange Agreement (“IEA”) is to establish terms, conditions, and safeguards under which SSA will disclose to the State Agency certain information, records, or data (herein “data”) to assist the State Agency in administering certain federally funded, state-administered benefit programs (including state-funded, state supplementary payment programs under Title XVI of the Social Security Act) identified in this IEA. By entering into this IEA, the State Agency agrees to comply with:
- the terms and conditions set forth in the Computer Matching and Privacy Protection Act Agreement (“CMPPA Agreement”) attached as **Attachment 1**, governing the State Agency’s use of the data disclosed from SSA’s Privacy Act System of Records; and
 - all other terms and conditions set forth in this IEA and Attachments 2 through 6.
- B. PROGRAMS AND DATA EXCHANGE SYSTEMS:** (1) The State Agency will use the data received or accessed from SSA under this IEA for the purpose of administering the federally funded, state-administered programs identified in **Table 1** below. In **Table 1**, the State Agency has identified: (a) each federally funded, state-administered program that it administers; and (b) each SSA data exchange system to which the State Agency needs access in order to administer the identified program. The list of SSA’s data exchange systems is attached as **Attachment 2**. **Attachment 2** provides a brief explanation of each system, as well as use parameters, as necessary.

TABLE 1

FEDERALLY FUNDED BENEFIT PROGRAMS	
Program	SSA Data Exchange System(s)
<input checked="" type="checkbox"/> Medicaid	BENDEX/SDX/SVES IV/SOLQ/SVES-1-Citizenship/Quarters of Coverage/PUPS
<input type="checkbox"/> Temporary Assistance to Needy Families (TANF)	
<input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP- formally Food Stamps)	
<input type="checkbox"/> Unemployment Compensation	
<input type="checkbox"/> State Child Support Agency	
<input type="checkbox"/> Low-Income Home Energy Assistance Program (LI-HEAP)	
<input type="checkbox"/> Workers Compensation	
<input type="checkbox"/> Vocational Rehabilitation Services	



<input type="checkbox"/> Foster Care (IV-E)	
<input checked="" type="checkbox"/> State Children's Health Insurance Program (CHIP)	BENDEX/SDX/SVES IV, SVES-1 Citizenship
<input type="checkbox"/> Women, Infants and Children (W.I.C.)	
<input checked="" type="checkbox"/> Medicare Savings Programs (MSP)	LIS File
<input checked="" type="checkbox"/> Medicare 1144 (Outreach)	Medicare 1144 Outreach File
<input checked="" type="checkbox"/> Other Federally Funded, State-Administered Programs (List Below)	
Program	SSA Data Exchange System(s)
Medi-Cal Access Program (MCAP)	BENDEX/SDX/SVES IV

(2) The State Agency will use each identified data exchange system *only* for the purpose of administering the specific program for which access to the data exchange system is provided. SSA data exchange systems are protected by the Privacy Act and Federal law prohibits the use of SSA's data for any purpose other than the purpose of administering the specific program for which such data is disclosed. In particular, the State Agency will:

- a) use the **tax return data** disclosed by SSA only to determine individual eligibility for, or the amount of, assistance under a program listed in 26 U.S.C. § 6103(1)(7) and (8).
- b) use **citizenship status data** disclosed by SSA only to determine entitlement of *new applicants* to: (a) the Medicaid program and CHIP pursuant to the Children's Health Insurance Program Reauthorization Act of 2009, Pub. L. 111-3; or (b) federally funded, state-administered health or income maintenance programs approved by SSA to receive the *SSA Data Set* through the Centers for Medicare & Medicaid Services' (CMS) Federal Data Services Hub (Hub).

Applicants for Social Security numbers (SSN) report their citizenship data at the time they apply for their SSNs; there is no obligation for an individual to report to SSA a change in his or her immigration status until he or she files a claim for benefits.

C. PROGRAM QUESTIONNAIRE: Prior to signing this IEA, the State Agency will complete and submit to SSA a program questionnaire for each of the federally funded, state-administered programs checked in **Table 1** above. SSA will not disclose any data under this IEA until it has received and approved the completed program questionnaire for each of the programs identified in **Table 1** above.



D. TRANSFER OF DATA: SSA will transmit the data to the State Agency under this IEA using the data transmission method identified in **Table 2** below:

TABLE 2

TRANSFER OF DATA
<p><input type="checkbox"/> Data will be transmitted directly between SSA and the State Agency.</p> <p><input checked="" type="checkbox"/> Data will be transmitted directly between SSA and The California Office of Technology (State Transmission/Transfer Component ("STC")) by File Transfer Management System (FTMS), a secure mechanism approved by SSA. The STC will serve as the conduit between SSA and the State Agency pursuant to the State STC Agreement.</p> <p><input type="checkbox"/> Data will be transmitted directly between SSA and CMS' Hub by a secure method of transfer approved by SSA. CMS will transmit the <i>SSA Data Set</i> between SSA and the State Agency pursuant to an agreement between SSA and CMS regarding the use of the Hub.</p> <p><input type="checkbox"/> Data will be transmitted [<i>select one: directly between SSA and the Interstate Connection Network ("ICON") or through the [name of STC Agency/Vendor] as the conduit between SSA and the Interstate Connection Network ("ICON")</i>]. ICON is a wide area telecommunications network connecting state agencies that administer the state unemployment insurance laws. When receiving data through ICON, the State Agency will comply with the "Systems Security Requirements for SSA Web Access to SSA Information Through the ICON," attached as Attachment 3.</p>

E. SECURITY PROCEDURES: The State Agency will comply with limitations on use, treatment, and safeguarding of data under the Privacy Act of 1974 (5 U.S.C. § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget guidelines, the Federal Information Security Management Act of 2002 (44 U.S.C. § 3541, et seq.), and related National Institute of Standards and Technology guidelines. In addition, the State Agency will comply with SSA's "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration," attached as **Attachment 4**, as well as the Security Certification Requirements for use of the *SSA Data Set* transmitted via CMS' Hub, attached as **Attachment 5**. The SSA security controls identified under **Attachment 4** of this IEA prevail for all SSA data received by the State Agency, as identified in Table 1 of this IEA. For any tax return data, the State Agency will also comply with the "Tax Information Security Guidelines for Federal, State and Local Agencies," Publication 1075, published by the Secretary of the Treasury and available at the following Internal Revenue Service (IRS) website: <http://www.irs.gov/pub/irs-pdf/p1075.pdf>. This IRS Publication 1075 is incorporated by reference into this IEA.

F. STATE AGENCY'S RESPONSIBILITIES: The State Agency will not direct individuals to SSA field offices to obtain data that the State Agency is authorized to receive under this IEA in accordance with Table 1. Where disparities exist between individual-supplied data and SSA's data, the State Agency will take the following steps before referring the individual to an SSA field office:



- Check its records to be sure that the data of the original submission has not changed (e.g., last name recently changed);
- Contact the individual to verify the data submitted is accurate; and,
- Consult with the SSA Regional Office Contact to discuss options before advising individuals to contact SSA for resolution. The Regional Office Contact will inform the State Agency of the current protocol through which the individual should contact SSA, i.e., visiting the field office, calling the national network service number, or creating an online account via *my* Social Security.

G. CONTRACTOR/AGENT RESPONSIBILITIES: The State Agency will restrict access to the data obtained from SSA to only those authorized State employees, contractors, and agents who need such data to perform their official duties in connection with purposes identified in this IEA. At SSA's request, the State Agency will obtain from each of its contractors and agents a current list of the employees of its contractors and agents who have access to SSA data disclosed under this IEA. The State Agency will require its contractors, agents, and all employees of such contractors or agents with authorized access to the SSA data disclosed under this IEA, to comply with the terms and conditions set forth in this IEA, and not to duplicate, disseminate, or disclose such data without obtaining SSA's prior written approval. In addition, the State Agency will comply with the limitations on use, duplication, and redisclosure of SSA data set forth in Section IX. of the CMPPA Agreement, especially with respect to its contractors and agents.

H. SAFEGUARDING AND REPORTING RESPONSIBILITIES FOR PERSONALLY IDENTIFIABLE INFORMATION ("PII"):

1. The State Agency will ensure that its employees, contractors, and agents:
 - a. properly safeguard PII furnished by SSA under this IEA from loss, theft, or inadvertent disclosure;
 - b. understand that they are responsible for safeguarding this information at all times, regardless of whether or not the State employee, contractor, or agent is at his or her regular duty station;
 - c. ensure that laptops and other electronic devices/media containing PII are encrypted and/or password protected;
 - d. send emails containing PII only if encrypted or if to and from addresses that are secure; and
 - e. limit disclosure of the information and details relating to a PII loss only to those with a need to know.
2. If an employee of the State Agency or an employee of the State Agency's contractor or agent becomes aware of suspected or actual loss of PII, he or she must immediately contact the State Agency official responsible for Systems Security designated below or his or her delegate. That State Agency official or delegate must then notify the SSA Regional Office Contact and the SSA Systems Security Contact identified below. If, for any reason, the responsible State Agency official or delegate is unable to notify the SSA Regional Office or the SSA Systems Security Contact within 1 hour, the responsible State Agency official or delegate must report the incident by contacting SSA's National Network Service Center at 1-877-697-4889. The responsible State Agency official or delegate will use the worksheet, attached as **Attachment 6**, to quickly gather and



organize information about the incident. The responsible State Agency official or delegate must provide to SSA timely updates as any additional information about the loss of PII becomes available.

3. SSA will make the necessary contact within SSA to file a formal report in accordance with SSA procedures. SSA will notify the Department of Homeland Security's United States Computer Emergency Readiness Team if loss or potential loss of PII related to a data exchange under this IEA occurs.
4. If the State Agency experiences a loss or breach of data, it will determine whether or not to provide notice to individuals whose data has been lost or breached and bear any costs associated with the notice or any mitigation.

I. POINTS OF CONTACT:

FOR SSA

San Francisco Regional Office:

Nancy Borjon
Data Exchange Coordinator
Frank Hagel Federal Building
1221 Nevin Avenue
Richmond, CA 94801
Phone: (510) 970-8256
Fax: (510) 970-8101
Email: Nancy.Borjon@ssa.gov

Program and Policy Issues:

Michael Wilkins
State Liaison Program Manager
Office of Retirement and Disability Policy
Office of Data Exchange and Policy
Publications
Office of Data Exchange
3609 Annex Building
6401 Security Boulevard
Baltimore, MD 21235
Phone: (410) 966-4965
Fax: (410) 966-4054
Email: Michael.Wilkins@ssa.gov

Systems Issues:

Michelle J. Anderson, Branch Chief
DBIAE/Data Exchange and Verification
Branch

Data Exchange Issues:

Sarah Reagan
Government Information Specialist
Office of the General Counsel
Office of Privacy and Disclosure
617 Altmeyer
6401 Security Boulevard
Baltimore, MD 21235
Phone: (410) 965-9127
Fax: (410) 594-0115
Email: Sarah.Reagan@ssa.gov

Systems Security Issues:

Sean Hagan, Acting Director
Division of Compliance and
Assessments
Office of Information Security
Office of Systems
Social Security Administration
3829 Annex Building
6401 Security Boulevard
Baltimore, MD 21235
Phone: (410) 965-4519
Fax: (410) 597-0845
Email: Sean.Hagan@ssa.gov



Office of Information Technology Business
Support
Office of Systems
3-D-1 Robert M. Ball Building
6401 Security Boulevard
Baltimore, MD 21235
Phone: (410) 965-5943
Fax: (410) 966-3147
Email: Michelle.J.Anderson@ssa.gov

FOR STATE AGENCY

Agreement Issues:

Rocky Evans
Chief, Eligibility Administration Section
Program Review Branch
Medi-Cal Eligibility Division (MCED)
1501 Capitol Avenue
Sacramento, CA 95814
Phone: (916) 319-8434
Fax: (916) 552-9477
Email: Rocky.Evans@dhs.ca.gov

Technical Issues:

YK Chalamcherla
Chief, Application Development &
Support Branch
Enterprise Innovative Technology
Services (EITS)
1501 Capitol Avenue
Sacramento, CA 95814
Phone: (916) 322-8044
Fax: (916) 440-7065
Email: YK.Chalamcherla@dhs.ca.gov

Sean Wieland
Chief, Business & Application
Integration Section
Enterprise Innovative Technology
Services (EITS)
1501 Capitol Avenue
Sacramento, CA 95814
Phone: (916) 550-7088
Fax: (916) 440-7065
Email: Sean.Wieland@dhs.ca.gov

- J. DURATION:** The effective date of this IEA is March 6, 2017. This IEA will remain in effect for as long as: (1) a CMPPA Agreement governing this IEA is in effect between SSA and the State or the State Agency; and (2) the State Agency submits a certification in accordance with Section K, below at least 30 days before the expiration and renewal of such CMPPA Agreement.
- K. CERTIFICATION AND PROGRAM CHANGES:** At least 30 days before the expiration and renewal of the State CMPPA Agreement governing this IEA, the State Agency will certify in writing to SSA that: (1) it is in compliance with the terms and conditions of this IEA; (2) the data exchange processes under this IEA have been and will be conducted without change; and (3) it will, upon SSA's request, provide audit reports or other documents that demonstrate review and oversight activities. If there are substantive changes in any of the programs or data exchange processes listed in this IEA, the parties will modify the IEA in



accordance with Section L. below and the State Agency will submit for SSA's approval new program questionnaires under Section C, above describing such changes prior to using SSA's data to administer such new or changed program.

L. MODIFICATION: Modifications to this IEA must be in writing and agreed to by the parties.

M. TERMINATION: The parties may terminate this IEA at any time upon mutual written consent. In addition, either party may unilaterally terminate this IEA upon 90 days advance written notice to the other party. Such unilateral termination will be effective 90 days after the date of the notice, or at a later date specified in the notice.

SSA may immediately and unilaterally suspend the data flow under this IEA, or terminate this IEA, if SSA, in its sole discretion, determines that the State Agency (including its employees, contractors, and agents) has: (1) made an unauthorized use or disclosure of SSA-supplied data; or (2) violated or failed to follow the terms and conditions of this IEA or the CMPPA Agreement.

N. INTEGRATION: This IEA, including all attachments, constitutes the entire agreement of the parties with respect to its subject matter. There have been no representations, warranties, or promises made outside of this IEA. This IEA shall take precedence over any other document that may be in conflict with it.

ATTACHMENTS

- 1 – CMPPA Agreement
- 2 – SSA Data Exchange Systems
- 3 – Systems Security Requirements for SSA Web Access to SSA Information Through ICON
- 4 – Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration
- 5 – Security Certification Requirements for use of the *SSA Data Set* Transmitted via CMS Hub
- 6 – PII Loss Reporting Worksheet



O. AUTHORIZED SIGNATURES: The signatories below warrant and represent that they have competent authority on behalf of their respective agency to enter into the obligations set forth in this IEA.

SOCIAL SECURITY ADMINISTRATION
REGION IX




Grace M. Kim
Regional Commissioner

05/03/2017

Date

THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES



Jennifer Kept
Director, California Department of Health Care Services

4/7/17

Date



**CERTIFICATION OF COMPLIANCE
FOR
THE INFORMATION EXCHANGE AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION (SSA)
AND
THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (STATE
AGENCY)
(State Agency Level)**

In accordance with the terms of the Information Exchange Agreement (IEA/F) between SSA and the State Agency, the State Agency, through its authorized representative, hereby certifies that, as of the date of this certification:

1. The State Agency is in compliance with the terms and conditions of the IEA/F;
2. The State Agency has conducted the data exchange processes under the IEA/F without change, except as modified in accordance with the IEA/F;
3. The State Agency will continue to conduct the data exchange processes under the IEA/F without change, except as may be modified in accordance with the IEA/F;
4. Upon SSA's request, the State Agency will provide audit reports or other documents that demonstrate compliance with the review and oversight activities required under the IEA/F and the governing Computer Matching and Privacy Protection Act Agreement; and
5. In compliance with the requirements of the "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration," (last updated July 2015) Attachment 4 to the IEA/F, as periodically updated by SSA, the State Agency has not made any changes in the following areas that could potentially affect the security of SSA data:
 - General System Security Design and Operating Environment
 - System Access Control
 - Automated Audit Trail
 - Monitoring and Anomaly Detection
 - Management Oversight
 - Data and Communications Security
 - Contractors of Electronic Information Exchange Partners
 - Cloud Service Providers for Electronic Information Exchange Partners

The State Agency will submit an updated Security Design Plan at least 30 days prior to making any changes to the areas listed above and provide updated contractor employee lists before allowing new employees' access to SSA provided data.

6. The State Agency agrees that use of computer technology to transfer the data is more economical, efficient, and faster than using a manual process. As such, the State Agency will continue to utilize data exchange to obtain data it needs to administer the programs for which it is authorized, under the IEA/F. Further, before directing an individual to an SSA field office to obtain data, the State Agency will verify that the information it submitted to SSA via data exchange is correct, and verify with the individual that the information he/she supplied is accurate. The use of electronic data exchange expedites program administration and limits SSA field office traffic.

The signatory below warrants and represents that he or she is a representative of the State Agency duly authorized to make this certification on behalf of the State Agency.

DEPARTMENT OF HEALTH CARE SERVICES OF CALIFORNIA



Jennifer Kent
Director

5/17/17

Date

ATTACHMENT 1

**COMPUTER MATCHING AND PRIVACY PROTECTION ACT AGREEMENT
(CMPPA)**

COMPUTER MATCHING AND PRIVACY PROTECTION ACT AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION
AND
THE HEALTH AND HUMAN SERVICES AGENCY
OF CALIFORNIA

I. Purpose and Legal Authority

A. Purpose

This Computer Matching and Privacy Protection Act (CMPPA) Agreement (Agreement) between the Social Security Administration (SSA) and the Health and Human Services Agency of California (State Agency) sets forth the terms and conditions governing disclosures of records, information, or data (collectively referred to herein as “data”) made by SSA to the State Agency that administers federally funded benefit programs, including those under various provisions of the Social Security Act (Act), such as section 1137 (42 U.S.C. § 1320b-7), as well as the state-funded state supplementary payment programs under Title XVI of the Act. The terms and conditions of this Agreement ensure that SSA makes such disclosures of data, and the State Agency uses such disclosed data, in accordance with the requirements of the Privacy Act of 1974, as amended by the CMPPA of 1988, 5 U.S.C. § 552a.

Under section 1137 of the Act, the State Agency is required to use an income and eligibility verification system to administer specified federally funded benefit programs, including the state-funded state supplementary payment programs under Title XVI of the Act. To assist the State Agency in determining entitlement to and eligibility for benefits under those programs, as well as other federally funded benefit programs, SSA discloses certain data about applicants (and in limited circumstances, members of an applicant’s household), for state benefits from SSA Privacy Act Systems of Records (SOR) and verifies the Social Security numbers (SSN) of the applicants.

B. Legal Authority

SSA’s authority to disclose data and the State Agency’s authority to collect, maintain, and use data protected under SSA SORs for specified purposes is:

- Sections 453, 1106(b), and 1137 of the Act (42 U.S.C. §§ 653, 1306(b), and 1320b-7) (income and eligibility verification data);
- 26 U.S.C. § 6103(l)(7) and (8) (tax return data);
- Section 202(x)(3)(B)(iv) of the Act (42 U.S.C. § 402(x)(3)(B)(iv)) and Section 1611(e)(1)(I)(iii) of the Act (42 U.S.C. § 1382(e)(1)(I)(iii)) (prisoner data);

- Section 205(r)(3) of the Act (42 U.S.C. § 405(r)(3)) and the Intelligence Reform and Terrorism Prevention Act of 2004, Pub. L. 108-458, § 7213(a)(2) (death data);
- Sections 402, 412, 421, and 435 of Pub. L. 104-193 (8 U.S.C. §§ 1612, 1622, 1631, and 1645) (quarters of coverage data);
- Children's Health Insurance Program Reauthorization Act of 2009 (CHIPRA), Pub. L. 111-3 (citizenship data); and
- Routine use exception to the Privacy Act, 5 U.S.C. § 552a(b)(3) (data necessary to administer other programs compatible with SSA programs).

This Agreement further carries out section 1106(a) of the Act (42 U.S.C. § 1306), the regulations promulgated pursuant to that section (20 C.F.R. Part 401), the Privacy Act of 1974 (5 U.S.C. § 552a), as amended by the CMPPA, related Office of Management and Budget (OMB) guidelines, the Federal Information Security Management Act of 2002 (FISMA) (44 U.S.C. § 3541, et seq.), as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); and related National Institute of Standards and Technology (NIST) guidelines, which provide the requirements that the State Agency must follow with regard to use, treatment, and safeguarding of data.

II. Scope

- A. The State Agency will comply with the terms and conditions of this Agreement and the Privacy Act, as amended by the CMPPA.
- B. The State Agency will execute an Information Exchange Agreement (IEA) with SSA, documenting additional terms and conditions applicable to those specific data exchanges, including the particular benefit programs administered by the State Agency, the data elements that will be disclosed, and the data protection requirements implemented to assist the State Agency in the administration of those programs.
- C. The State Agency will use the SSA data governed by this Agreement to determine entitlement and eligibility of individuals for one or more of the following programs, which are specifically identified in the IEA:
 1. Temporary Assistance to Needy Families (TANF) program under Part A of Title IV of the Act;
 2. Medicaid provided under an approved State plan or an approved waiver under Title XIX of the Act;
 3. State Children's Health Insurance Program (CHIP) under Title XXI of the Act, as amended by the Children's Health Insurance Program Reauthorization Act of 2009;

4. Supplemental Nutritional Assistance Program (SNAP) under the Food Stamp Act of 1977 (7 U.S.C. § 2011, et seq.);
 5. Women, Infants and Children Program (WIC) under the Child Nutrition Act of 1966 (42 U.S.C. § 1771, et seq.);
 6. Medicare Savings Programs (MSP) under 42 U.S.C. § 1396a(10)(E);
 7. Unemployment Compensation programs provided under a state law described in section 3304 of the Internal Revenue Code of 1954;
 8. Low Income Heating and Energy Assistance (LIHEAP or home energy grants) program under 42 U.S.C. § 8621;
 9. State-administered supplementary payments of the type described in section 1616(a) of the Act;
 10. Programs under a plan approved under Titles I, X, XIV, or XVI of the Act;
 11. Foster Care and Adoption Assistance under Title IV of the Act;
 12. Child Support Enforcement programs under section 453 of the Act (42 U.S.C. § 653);
 13. Other applicable federally funded programs administered by the State Agency under Titles I, IV, X, XIV, XVI, XVIII, XIX, XX, and XXI of the Act; and
 14. Any other federally funded programs administered by the State Agency that are compatible with SSA's programs.
- D. The State Agency will ensure that SSA data disclosed for the specific purpose of administering a particular federally funded benefit program is used only to administer that program.

III. Justification and Expected Results

A. Justification

This Agreement and related data exchanges with the State Agency are necessary for SSA to assist the State Agency in its administration of federally funded benefit programs by providing the data required to accurately determine entitlement and eligibility of individuals for benefits provided under these programs. SSA uses computer technology to transfer the data because it is more economical, efficient, and faster than using manual processes.

B. Expected Results

The State Agency will use the data provided by SSA to improve public service and program efficiency and integrity. The use of SSA data expedites the application process and ensures that benefits are awarded only to applicants that satisfy the State Agency's program criteria. A cost-benefit analysis for the exchange made under this Agreement is not required in accordance with the determination by the SSA Data Integrity Board (DIB) to waive such analysis pursuant to 5 U.S.C. § 552a(u)(4)(B).

IV. Record Description

A. Systems of Records (SOR)

SSA SORs used for purposes of the subject data exchanges include:

- 60-0058 -- Master Files of SSN Holders and SSN Applications;
- 60-0059 -- Earnings Recording and Self-Employment Income System;
- 60-0090 -- Master Beneficiary Record;
- 60-0103 -- Supplemental Security Income Record (SSR) and Special Veterans Benefits (SVB);
- 60-0269 -- Prisoner Update Processing System (PUPS); and
- 60-0321 -- Medicare Part D and Part D Subsidy File.

The State Agency will only use the tax return data contained in **SOR 60-0059** (Earnings Recording and Self-Employment Income System) in accordance with 26 U.S.C. § 6103.

B. Data Elements

Data elements disclosed in computer matching governed by this Agreement are Personally Identifiable Information (PII) from specified SSA SORs, including names, SSNs, addresses, amounts, and other information related to SSA benefits and earnings information. Specific listings of data elements are available at:

<http://www.ssa.gov/dataexchange/>

C. Number of Records Involved

The maximum number of records involved in this matching activity is the number of records maintained in SSA's SORs listed above in Section IV.A.

V. Notice and Opportunity to Contest Procedures

A. Notice to Applicants

The State Agency will notify all individuals who apply for federally funded, state-administered benefits that any data they provide are subject to verification through computer matching with SSA. The State Agency and SSA will provide such notice through appropriate language printed on application forms or separate handouts.

B. Notice to Beneficiaries/Recipients/Annuitants

The State Agency will provide notice to beneficiaries, recipients, and annuitants under the programs covered by this Agreement informing them of ongoing computer matching with SSA. SSA will provide such notice through publication in the Federal Register and periodic mailings to all beneficiaries, recipients, and annuitants describing SSA's matching activities.

C. Opportunity to Contest

The State Agency will not terminate, suspend, reduce, deny, or take other adverse action against an applicant for or recipient of federally funded, state-administered benefits based on data disclosed by SSA from its SORs until the individual is notified in writing of the potential adverse action and provided an opportunity to contest the planned action. "Adverse action" means any action that results in a termination, suspension, reduction, or final denial of eligibility, payment, or benefit. Such notices will:

1. Inform the individual of the match findings and the opportunity to contest these findings;
2. Give the individual until the expiration of any time period established for the relevant program by a statute or regulation for the individual to respond to the notice. If no such time period is established by a statute or regulation for the program, a 30-day period will be provided. The time period begins on the date on which notice is mailed or otherwise provided to the individual to respond; and
3. Clearly state that, unless the individual responds to the notice in the required time period, the State Agency will conclude that the SSA data are correct and will effectuate the planned action or otherwise make the necessary adjustment to the individual's benefit or entitlement.

VI. Records Accuracy Assessment and Verification Procedures

Pursuant to 5 U.S.C. § 552a(p)(1)(A)(ii), SSA's DIB has determined that the State Agency may use SSA's benefit data without independent verification. SSA has independently assessed the accuracy of its benefits data to be more than 99 percent accurate when the benefit record is created.

Prisoner and death data, some of which is not independently verified by SSA, does not have the same degree of accuracy as SSA's benefit data. Therefore, the State Agency must independently verify these data through applicable State verification procedures and the notice and opportunity to contest procedures specified in Section V of this Agreement before taking any adverse action against any individual.

Based on SSA's Office of Quality Review "Fiscal Year 2014 Enumeration Accuracy Report," the SSA Enumeration System database (the Master Files of SSN Holders and SSN Applications System) used for SSN matching is 99 percent accurate for records updated by SSA employees.

Individuals applying for SSNs report their citizenship status at the time they apply for their SSNs. There is no obligation for an individual to report to SSA a change in his or her immigration status until he or she files for a Social Security benefit. The State Agency must independently verify citizenship data through applicable State verification procedures and the notice and opportunity to contest procedures specified in Section V of this Agreement before taking any adverse action against any individual.

VII. Disposition and Records Retention of Matched Items

- A. The State Agency will retain all data received from SSA to administer programs governed by this Agreement only for the required processing times for the applicable federally funded benefit programs and will then destroy all such data.
- B. The State Agency may retain SSA data in hardcopy to meet evidentiary requirements, provided that they retire such data in accordance with applicable state laws governing the State Agency's retention of records.
- C. The State Agency may use any accretions, deletions, or changes to the SSA data governed by this Agreement to update their master files of federally funded, state-administered benefit program applicants and recipients and retain such master files in accordance with applicable state laws governing the State Agency's retention of records.
- D. The State Agency may not create separate files or records comprised solely of the data provided by SSA to administer programs governed by this Agreement.
- E. SSA will delete electronic data input files received from the State Agency after it processes the applicable match. SSA will retire its data in accordance with the Federal Records Retention Schedule (44 U.S.C. § 3303a).

VIII. Security Procedures

SSA and the State Agency will comply with the security and safeguarding requirements of the Privacy Act, as amended by the CMPPA, related OMB guidelines, FISMA, related NIST guidelines, and the current revision of Internal Revenue Service (IRS) Publication 1075, *Tax Information Security Guidelines for Federal, State and Local Agencies*, available at <http://www.irs.gov>. In addition, SSA

and the State Agency will have in place administrative, technical, and physical safeguards for the matched data and results of such matches. Additional administrative, technical, and physical security requirements governing all data SSA provides electronically to the State Agency, including SSA's *Electronic Information Exchange Security Requirements and Procedures for State and local Agencies Exchanging Electronic Information with SSA*, as well as specific guidance on safeguarding and reporting responsibilities for PII, are set forth in the IEAs.

SSA has the right to monitor the State Agency's compliance with FISMA, the terms of this Agreement, and the IEA and to make onsite inspections of the State Agency for purposes of auditing compliance, if necessary, during the lifetime of this Agreement or of any extension of this Agreement. This right includes onsite inspection of any entity that receives SSA information from the State Agency under the terms of this Agreement, if SSA determines it is necessary.

IX. Records Usage, Duplication, and Redisclosure Restrictions

- A. The State Agency will use and access SSA data and the records created using that data only for the purpose of verifying eligibility for the specific federally funded benefit programs identified in the IEA.
- B. The State Agency will comply with the following limitations on use, duplication, and redisclosure of SSA data:
 1. The State Agency will not use or redisclose the data disclosed by SSA for any purpose other than to determine eligibility for, or the amount of, benefits under the state-administered income/health maintenance programs identified in this Agreement.
 2. The State Agency will not extract information concerning individuals who are neither applicants for, nor recipients of, benefits under the state-administered income/health maintenance programs identified in this Agreement. In limited circumstances that are approved by SSA, the State Agency may extract information about an individual other than the applicant/recipient when the applicant/recipient has provided identifying information about the individual and the individual's income or resources affect the applicant's/recipient's eligibility for such program.
 3. The State Agency will not disclose to an applicant/recipient information about another individual (i.e., an applicant's household member) without the written consent from the individual to whom the information pertains.
 4. The State Agency will use the Federal tax information (FTI) disclosed by SSA only to determine individual eligibility for, or the amount of, assistance under a state plan pursuant to section 1137 programs and child support enforcement

programs in accordance with 26 U.S.C. § 6103(l)(7) and (8). The State Agency receiving FTI will maintain all FTI from IRS in accordance with 26 U.S.C. § 6103(p)(4) and the IRS Publication 1075. Contractors and agents acting on behalf of the State Agency will only have access to tax return data where specifically authorized by 26 U.S.C. § 6103 and the current revision IRS Publication 1075.

5. The State Agency will use the citizenship status data disclosed by SSA only to determine entitlement of new applicants to: (a) the Medicaid program and CHIP pursuant to CHIPRA, Pub. L. 111-3; or (b) federally funded, state-administered health or income maintenance programs approved by SSA. The State Agency will further comply with additional terms and conditions regarding use of citizenship data, as set forth in the State Agency's IEA.
6. The State Agency will restrict access to the data disclosed by SSA to only those authorized State employees, contractors, and agents who need such data to perform their official duties in connection with the purposes identified in this Agreement.
7. The State Agency will enter into a written agreement with each of its contractors and agents who need SSA data to perform their official duties whereby such contractor or agent agrees to abide by all relevant Federal laws, restrictions on access, use, and disclosure, and security requirements in this Agreement. The State Agency will provide its contractors and agents with copies of this Agreement, related IEAs, and all related attachments before initial disclosure of SSA data to such contractors and agents. Prior to signing this Agreement, and thereafter at SSA's request, the State Agency will obtain from its contractors and agents a current list of the employees of such contractors and agents with access to SSA data and provide such lists to SSA.
8. If the State Agency is authorized or required – pursuant to an applicable law, regulation, or intra-governmental documentation – to provide SSA data to another State or local government entity for the administration of the federally funded, state-administered programs covered by this Agreement, the State Agency must ensure that the State or local government entity, including its employees, abides by all relevant Federal laws, restrictions on access, use, and disclosure, and security requirements in this Agreement and the IEA. At SSA's request, the State Agency will provide copies of any applicable law, regulation, or intra-governmental documentation that authorizes the intra-governmental relationship with the State or local government entity. Upon request from SSA, the State Agency will also establish how it ensures that State or local government entity complies with the terms of this Agreement and the IEA.
9. The State Agency's employees, contractors, and agents who access, use, or disclose SSA data in a manner or purpose not authorized by this Agreement

may be subject to civil and criminal sanctions pursuant to applicable Federal statutes.

10. The State Agency will conduct triennial compliance reviews of its contractor(s) and agent(s) no later than three years after the initial approval of the security certification to SSA. The State Agency will share documentation of its recurring compliance reviews with its contractor(s) and agent(s) with SSA. The State Agency will provide documentation to SSA during its scheduled compliance and certification reviews or upon request.
- C. The State Agency will not duplicate in a separate file or disseminate, without prior written permission from SSA, the data governed by this Agreement for any purpose other than to determine entitlement to, or eligibility for, federally funded benefits. The State Agency proposing the redisclosure must specify in writing to SSA what data are being disclosed, to whom, and the reasons that justify the redisclosure. SSA will not give permission for such redisclosure unless the redisclosure is required by law or essential to the conduct of the matching program and authorized under a routine use. To the extent SSA approves the requested redisclosure, the State Agency will ensure that any entity receiving the redisclosed data will comply with the procedures and limitations on use, duplication, and redisclosure of SSA data, as well as all administrative, technical, and physical security requirements governing all data SSA provides electronically to the State Agency including specific guidance on safeguarding and reporting responsibilities for PII, as set forth in this Agreement and the accompanying IEAs.

X. Comptroller General Access

The Comptroller General (the Government Accountability Office) may have access to all records of the State Agency that the Comptroller General deems necessary to monitor and verify compliance with this Agreement in accordance with 5 U.S.C. § 552a(o)(1)(K).

XI. Duration, Modification, and Termination of the Agreement

A. Duration

1. This Agreement is effective from July 1, 2017 (Effective Date) through December 31, 2018 (Expiration Date).
2. In accordance with the CMPPA, SSA will: (a) publish a Computer Matching Notice in the Federal Register at least 30 days prior to the Effective Date; (b) send required notices to the Congressional committees of jurisdiction under 5 U.S.C. § 552a(o)(2)(A)(i) at least 40 days prior to the

Effective Date; and (c) send the required report to OMB at least 40 days prior to the Effective Date.

3. Within 3 months prior the Expiration Date, the SSA DIB may, without additional review, renew this Agreement for a period not to exceed 12 months, pursuant to 5 U.S.C. § 552a(o)(2)(D), if:
 - the applicable data exchange will continue without any change; and
 - SSA and the State Agency certify to the DIB in writing that the applicable data exchange has been conducted in compliance with this Agreement.
4. If either SSA or the State Agency does not wish to renew this Agreement, it must notify the other party of its intent not to renew at least 3 months prior to the Expiration Date.

B. Modification

Any modification to this Agreement must be in writing, signed by both parties, and approved by the SSA DIB.

C. Termination

The parties may terminate this Agreement at any time upon mutual written consent of both parties. Either party may unilaterally terminate this Agreement upon 90 days advance written notice to the other party; such unilateral termination will be effective 90 days after the date of the notice, or at a later date specified in the notice.

SSA may immediately and unilaterally suspend the data flow or terminate this Agreement if SSA determines, in its sole discretion, that the State Agency has violated or failed to comply with this Agreement.

XII. Reimbursement

In accordance with section 1106(b) of the Act, the Commissioner of SSA has determined not to charge the State Agency the costs of furnishing the electronic data from the SSA SORs under this Agreement.

XIII. Disclaimer

SSA is not liable for any damages or loss resulting from errors in the data provided to the State Agency under any IEAs governed by this Agreement. Furthermore, SSA

is not liable for any damages or loss resulting from the destruction of any materials or data provided by the State Agency.

The performance or delivery by SSA of the goods and/or services described herein and the timeliness of said delivery are authorized only to the extent that they are consistent with proper performance of the official duties and obligations of SSA and the relative importance of this request to others. If for any reason SSA delays or fails to provide services, or discontinues the services or any part thereof, SSA is not liable for any damages or loss resulting from such delay or for any such failure or discontinuance.

XIV. Points of Contact

A. SSA Point of Contact

San Francisco Regional Office:

Jamie Lucero, Director

San Francisco Regional Office, Center for Disability and Programs Support

1221 Nevin Ave., 6th Floor

Richmond, CA 94801

Phone: 510-970-8297

Fax: 510-970-8101

Email: Jamie.Lucero@ssa.gov

B. State Agency Point of Contact

Sonia Herrera

California Health and Human Services Agency

1600 Ninth Street

Sacramento, CA 95814

Phone: 916-654-3459 / Fax: 916-440-5001

Email: Sonia.Herrera@chhs.ca.gov

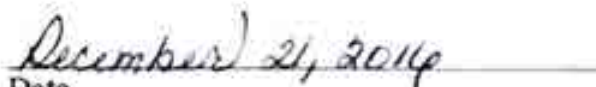
XV. SSA and Data Integrity Board Approval of Model CMPPA Agreement

The signatories below warrant and represent that they have the competent authority on behalf of SSA to approve the model of this CMPPA Agreement.

SOCIAL SECURITY ADMINISTRATION



Mary Ann Zimmerman
Acting Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel


Date

I certify that the SSA Data Integrity Board approved the model of this CMPPA Agreement.



Glenn Sklar
Acting Chair
SSA Data Integrity Board


Date

XVI. Authorized Signatures

The signatories below warrant and represent that they have the competent authority on behalf of their respective agency to enter into the obligations set forth in this Agreement.

SOCIAL SECURITY ADMINISTRATION

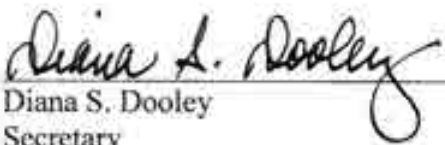


Grace M. Kim
Regional Commissioner
San Francisco

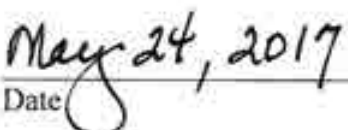


Date

HEALTH AND HUMAN SERVICES AGENCY



Diana S. Dooley
Secretary



Date

ATTACHMENT 2

AUTHORIZED DATA EXCHANGE SYSTEM(S)

Authorized Data Exchange System(s)

BEER (Beneficiary Earnings Exchange Record): Employer data for the last calendar year.

BENDEX (Beneficiary and Earnings Data Exchange): Primary source for Title II eligibility, benefit and demographic data.

LIS (Low-Income Subsidy): Data from the Low-Income Subsidy Application for Medicare Part D beneficiaries -- used for Medicare Savings Programs (MSP).

Medicare 1144 (Outreach): Lists of individuals on SSA roles, who may be eligible for medical assistance for: payment of the cost of Medicare cost-sharing under the Medicaid program pursuant to Sections 1902(a)(10)(E) and 1933 of the Act; transitional assistance under Section 1860D-31(f) of the Act; or premiums and cost-sharing subsidies for low-income individuals under Section 1860D-14 of the Act.

PUPS (Prisoner Update Processing System): Confinement data received from over 2000 state and local institutions (such as jails, prisons, or other penal institutions or correctional facilities) -- PUPS matches the received data with the MBR and SSR benefit data and generates alerts for review/action.

QUARTERS OF COVERAGE (QC): Quarters of Coverage data as assigned and described under Title II of the Act -- The term "quarters of coverage" is also referred to as "credits" or "Social Security credits" in various SSA public information documents, as well as to refer to "qualifying quarters" to determine entitlement to receive Food Stamps.

SDX (SSI State Data Exchange): Primary source of Title XVI eligibility, benefit and demographic data as well as data for Title VIII Special Veterans Benefits (SVB).

SOLQ/SOLQ-I (State On-line Query/State On-line Query-Internet): A real-time online system that provides SSN verification and MBR and SSR benefit data similar to data provided through SVES.

Attachment 2

SVES (State Verification and Exchange System): A batch system that provides SSN verification, MBR benefit information, and SSR information through a uniform data response based on authorized user-initiated queries. The SVES types are divided into five different responses as follows:

- | | |
|----------------------------|---|
| SVES I: | This batch provides strictly SSN verification. |
| SVES I/Citizenship* | This batch provides strictly SSN verification and citizenship data. |
| SVES II: | This batch provides strictly SSN verification and MBR benefit information |
| SVES III: | This batch provides strictly SSN verification and SSR/SVB. |
| SVES IV: | This batch provides SSN verification, MBR benefit information, and SSR/SVB information, which represents all available SVES data. |

** Citizenship status data disclosed by SSA under the Children's Health Insurance Program Reauthorization Act of 2009, Pub. L. 111-3 is only for the purpose of determining entitlement to Medicaid and CHIP program for new applicants.*



ATTACHMENT 3

SYSTEM SECURITY REQUIREMENTS THROUGH THE ICON SYSTEM

Not Applicable

Attachment 3

**Systems Security Requirements for SWA Access
to SSA Information Through the ICON System**

12/9/2016

Systems Security Requirements for SWA Access to SSA Information Through the ICON System

A. General Systems Security Standards

SWA's that request and receive information from SSA through the ICON system must comply with the following general systems security standards concerning access to and control of SSA information. The SWA must restrict access to the information to authorized employees who need it to perform their official duties. Similar to IRS requirements, information retrieved from SSA must be stored in a manner that is physically and electronically secure from access by unauthorized persons during both duty and non-duty hours, or when not in use. SSA information must be processed under the immediate supervision and control of authorized personnel. The SWA must employ both physical and electronic safeguards to ensure that unauthorized personnel cannot retrieve SSA information by means of computer, remote terminal or other means.

All persons who will have access to any SSA information must be advised of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in the applicable Federal and State laws. SSA may, at its discretion, make on-site inspections or other provisions to ensure that adequate safeguards are being maintained by the SWA.

B. System Security Requirements for SWA's

SWA's that receive SSA information through the ICON system must comply with the following systems security requirements which must be met before DOL will approve a request from an SWA for online access to SSA information through the ICON system. The SWA system security design and procedures must conform to these requirements. They must be documented by the SWA and subsequently certified by either DOL or by an Independent Verification and Validation (IV&V) contractor prior to initiating transactions to and from SSA through the ICON.

No specific format for submitting this documentation to DOL is required. However, regardless of how it is presented, the information should be submitted to DOL in both hardcopy and electronic format, and the hardcopy should be submitted over the signature of an official representative of the SWA. Written documentation should address each of the following security control areas:

1. General System Security Design and Operating Environment

The SWA must provide a written description of its' system configuration and security features. This should include the following:

- a. A general description of the major hardware, software and communications platforms currently in use, including a description of the system's security design features and user access controls; and
- b. A description of how SSA information will be obtained by and presented to SWA users, including sample computer screen presentation formats and an explanation of whether the SWA system will request information from SSA by means of systems generated or user initiated transactions; and
- c. A description of the organizational structure and relationships between systems managers, systems security personnel, and users, including an estimate of the number of users that will have access to SSA data within the SWA system and an explanation of their job descriptions.

Meeting this Requirement

SWA's must explain in their documentation the overall design and security features of their system. During onsite certification, the IV&V contractor, or other certifier, will use the SWA's design documentation and discussion of the additional systems security requirements (following) as their guide for conducting the onsite certification and for verifying that the SWA systems and procedures conform to SSA requirements.

Following submission to the DOL in connection with the initial certification process, the documentation must be updated any time significant architectural changes are made to the system or to its' security features. During its future compliance reviews (see below), the SSA will ask to review the updated design documentation as needed.

2. Automated Audit Trail

SWA's receiving SSA information through the ICON system must implement and maintain a fully automated audit trail system capable of data collection, data retrieval and data storage. At a minimum, data collected through the audit trail system must associate each query transaction to its initiator and relevant business purpose (i.e. the SWA client record for which SSA data was requested), and each transaction must be time and date stamped. Each query transaction must be stored

in the audit file as a separate record, not overlaid by subsequent query transactions.

Access to the audit file must be restricted to authorized users with a “need to know” and audit file data must be unalterable (read only) and maintained for a minimum of three (preferably seven) years. Retrieval of information from the automated audit trail may be accomplished online or through batch access. This requirement must be met before DOL will approve the SWA’s request for access to SSA information through the ICON system.

If SSA-supplied information is retained in the SWA system, or if certain data elements within the SWA system will indicate to users that the information has been verified by SSA, the SWA system also must capture an audit trail record of any user who views SSA information stored within the SWA system. The audit trail requirements for these inquiry transactions are the same as those outlined above for SWA transactions requesting information directly from SSA.

Meeting this Requirement

The SWA must include in their documentation a description of their audit trail capability and a discussion of how it conforms to SSA’s requirements. During onsite certification, the IV&V contractor, or other certifier, will request a demonstration of the system’s audit trail and retrieval capability. The SWA must be able to identify employee’s who initiate online requests for SSA information (or, for systems generated transaction designs, the SWA case that triggered the transaction), the time and date of the request, and the purpose for which the transaction was originated. The certifier, or IV&V contractor, also will request a demonstration of the system’s audit trail capability for tracking the activity of SWA employees that are permitted to view SSA supplied information within the SWA system, if applicable.

During its future compliance reviews (see below), the SSA also will test the SWA audit trail capability by requesting verification of a sample of transactions it has processed from the SWA after implementation of access to SSA information through the ICON system.

3. System Access Control

The SWA must utilize and maintain technological (logical) access controls that limit access to SSA information to only those users authorized for such access based on their official duties. The SWA must use a recognized user access security software package (e.g. RAC-F, ACF-2, TOP SECRET) or an equivalent security software design. The access control software must utilize personal identification numbers (PIN) and passwords (or biometric identifiers) in combination with the user’s system identification code. The SWA must have

management control and oversight of the function of authorizing individual user access to SSA information, and over the process of issuing and maintaining access control PINs and passwords for access to the SWA system.

Meeting this Requirement

The SWA must include in their documentation a description of their technological access controls, including identifying the type of software used, an overview of the process used to grant access to protected information for workers in different job categories, and a description of the function responsible for PIN/password issuance and maintenance.

During onsite certification, the IV&V contractor, or other certifier, will meet with the individual(s) responsible for these functions to verify their responsibilities in the SWA's access control process and will observe a demonstration of the procedures for logging onto the SWA system and for accessing SSA information.

4. Monitoring and Anomaly Detection

The SWA's system must include the capability to prevent employees from browsing (i.e. unauthorized access or use of SSA information) SSA records for information not related to an SWA client case (e.g. celebrities, SWA employees, relatives, etc.) If the SWA system design is transaction driven (i.e. employees cannot initiate transactions themselves, rather, the SWA system triggers the transaction to SSA), or if the design includes a "permission module" (i.e. the transaction requesting information from SSA cannot be triggered by an SWA employee unless the SWA system contains a record containing the client's Social Security Number), then the SWA needs only minimal additional monitoring and anomaly detection. If such designs are used, the SWA only needs to monitor any attempts by their employees to obtain information from SSA for clients not in their client system, or attempts to gain access to SSA data within the SWA system by employees not authorized to have access to such information.

If the SWA design does not include either of the security control features described above, then the SWA must develop and implement compensating security controls to prevent their employees from browsing SSA records. These controls must include monitoring and anomaly detection features, either systematic, manual, or a combination thereof. Such features must include the capability to detect anomalies in the volume and/or type of queries requested by individual SWA employees, and systematic or manual procedures for verifying that requests for SSA information are in compliance with valid official business purposes. The SWA system must produce reports providing SWA management and/or supervisors with the capability to appropriately monitor user activity, such as:

Exhibit F, Attachment B

- User ID exception reports

This type of report captures information about users who enter incorrect user ID's when attempting to gain access to the system or to the transaction that initiates requests for information from SSA, including failed attempts to enter a password.

- Inquiry match exception reports

This type of report captures information about users who may be initiating transactions for Social Security Numbers that have no client case association within the SWA system.

- System error exception reports

This type of report captures information about users who may not understand or be following proper procedures for access to SSA information through the ICON system.

- Inquiry activity statistical reports

This type of report captures information about transaction usage patterns among authorized users, which would provide SWA management a tool for monitoring typical usage patterns compared to extraordinary usage.

The SWA must have a process for distributing these monitoring and exception reports to appropriate local managers/supervisors, or to local security officers, to ensure that the reports are used by those whose responsibilities include monitoring the work of the authorized users.

Meeting this Requirement

The SWA must explain in their documentation how their system design will monitor and/or prevent their employees from browsing SSA information. If the design is based on a "permission module" (see above), a similar design, or is transaction driven (i.e. no employee initiated transactions) then the SWA does not need to implement additional systematic and/or managerial oversight procedures to monitor their employees access to SSA information. The SWA only needs to monitor user access control violations. The documentation should clearly explain how the system design will prevent SWA employees from browsing SSA records.

If the SWA system design permits employee initiated transactions that are uncontrolled (i.e. no systematically enforced relationship to an SWA client), then the SWA must develop and document the monitoring and anomaly detection process they will employ to deter their employees from browsing SSA

information. The SWA should include sample report formats demonstrating their capability to produce the types of reports described above, and the SWA should include a description of the process that will be used to distribute these reports to managers/supervisors, and the management controls that will ensure the reports are used for their intended purpose.

During onsite certification, the IV&V contractor, or other certifier, will request a demonstration of the SWA's monitoring and anomaly detection capability.

- If the design is based on a permission module or similar design, or is transaction driven, the SWA will demonstrate how the system triggers requests for information from SSA.
- If the design is based on a permission module, the SWA will demonstrate the process by which requests for SSA information are prevented for Social Security Numbers not present in the SWA system (e.g. by attempting to obtain information from SSA using at least one, randomly created, fictitious number not known to the SWA system.)
- If the design is based on systematic and/or managerial monitoring and oversight, the SWA will provide copies of anomaly detection reports and demonstrate the report production capability.

During onsite certification, the IV&V contractor, or other certifier, also will meet with a sample of managers and/or supervisors responsible for monitoring ongoing compliance to assess their level of training to monitor their employee's use of SSA information, and for reviewing reports and taking necessary action.

5. Management Oversight and Quality Assurance

The SWA must establish and/or maintain ongoing management oversight and quality assurance capabilities to ensure that only authorized employees have access to SSA information through the ICON system, and to ensure there is ongoing compliance with the terms of the SWA's data exchange agreement with SSA. The management oversight function must consist of one or more SWA management officials whose job functions include responsibility for assuring that access to and use of SSA information is appropriate for each employee position type for which access is granted.

This function also should include responsibility for assuring that employees granted access to SSA information receive adequate training on the sensitivity of the information, safeguards that must be followed, and the penalties for misuse, and should perform periodic self-reviews to monitor ongoing usage of the online access to SSA information. In addition, there should be the capability to randomly sample work activity involving online requests for SSA information to

determine whether the requests comply with these guidelines. These functions should be performed by SWA employees whose job functions are separate from those who request or use information from SSA.

Meeting this Requirement

The SWA must document that they will establish and/or maintain ongoing management oversight and quality assurance capabilities for monitoring the issuance and maintenance of user ID's for online access to SSA information, and oversight and monitoring of the use of SSA information within the SWA business process. The outside entity should describe how these functions will be performed within their organization and identify the individual(s) or component(s) responsible for performing these functions.

During onsite certification, the IV&V contractor, or other certifier, will meet with the individual(s) responsible for these functions and request a description of how these responsibilities will be carried out.

6. Security Awareness and Employee Sanctions

The SWA must establish and/or maintain an ongoing function that is responsible for providing security awareness training for employees that includes information about their responsibility for proper use and protection of SSA information, and the possible sanctions for misuse. Security awareness training should occur periodically or as needed, and should address the Privacy Act and other Federal and State laws governing use and misuse of protected information. In addition, there should be in place a series of administrative procedures for sanctioning employees who violate these laws through the unlawful disclosure of protected information.

Meeting this Requirement

The SWA must document that they will establish and/or maintain an ongoing function responsible for providing security awareness training for employees that includes information about their responsibility for proper use and protection of SSA information, and the possible sanctions for misuse of SSA information. The SWA should describe how these functions will be performed within their organization, identify the individual(s) or component(s) responsible for performing the functions, and submit copies of existing procedures, training material and employee acknowledgment statements.

During onsite certification, the IV&V contractor, or other certifier, will meet with the individuals responsible for these functions and request a description of how these responsibilities are carried out. The IV&V contractor, or other certifier, also will meet with a sample of SWA employees to assess their level of training and

understanding of the requirements and potential sanctions applicable to the use and misuse of SSA information.

7. Data and Communications Security

The encryption method employed must meet acceptable standards designated by the National Institute of Standards and Technology (NIST). The recommended encryption method to secure data in transport for use by SSA is the Advanced Encryption Standard (AES) or triple DES (DES3) if AES is unavailable.

D. Onsite Systems Security Certification Review

The SWA must obtain and participate in an onsite review and compliance certification of their security infrastructure and implementation of these security requirements prior to being permitted to submit online transaction to SSA through the ICON system. DOL will require an initial onsite systems security certification review to be performed by either an independent IV&V contractor, or other DOL approved certifier. The onsite certification will address each of the requirements described above and will include, where appropriate, a demonstration of the SWA's implementation of each requirement. The review will include a walkthrough of the SWA's data center to observe and document physical security safeguards, a demonstration of the SWA's implementation of online access to SSA information through the ICON system, and discussions with managers/supervisors. The IV&V contractor, or other certifier, also will visit at least one of the SWA's field offices to discuss the online access to SSA information with a sample of line workers and managers to assess their level of training and understanding of the proper use and protection of SSA information.

The IV&V contractor, or other certifier, will separately document and certify SWA compliance with each SSA security requirement. To fully comply with SSA's security requirements and be certified to connect to SSA through the ICON system, the SWA must submit to DOL a complete package of documentation as described above and a complete certification from an independent IV&V contractor, or other DOL approved certifier, that the SWA system design and infrastructure is in agreement with the SWA documentation and consistent with SSA requirements. Any unresolved or unimplemented security control features must be resolved by the SWA before DOL will authorize their connection to SSA through the ICON system.

Following initial certification and authorization from DOL to connect to SSA through the ICON system, SSA is responsible for future systems security compliance reviews. SSA conducts such reviews approximately once every three years, or as needed if there is a significant change in the SWA's computing platform, or if there is a violation of any of SSA's systems security requirements or an unauthorized disclosure of SSA information by the SWA. The format of those reviews generally consists of

reviewing and updating the SWA compliance with the systems security requirements described above.

SENSITIVE DOCUMENT

ATTACHMENT 4

**ELECTRONIC INFORMATION EXCHANGE SECURITY REQUIREMENTS
AND PROCEDURES**

(Technical Systems Security Requirements- TSSR)



**ELECTRONIC INFORMATION EXCHANGE SECURITY
REQUIREMENTS AND PROCEDURES
FOR
STATE AND LOCAL AGENCIES EXCHANGING ELECTRONIC
INFORMATION WITH THE SOCIAL SECURITY
ADMINISTRATION**

SENSITIVE DOCUMENT

**Version 7.0
July 2015**

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1. Introduction

Federal standards require the Social Security Administration (SSA) to maintain oversight of the information it provides to its **Electronic Information Exchange Partners (EIEPs)**. EIEPs must protect the information with efficient and effective security controls. EIEPs are entities that have electronic information exchange agreements with the agency.

This document consistently references the concept of **Electronic Information Exchange Partners (EIEP)**; however, our **Compliance Review Questionnaire (CRQ)** and **Security Design Plan (SDP)** documents will use the terms “**state agency**” or “**state agency, contractor(s), and agent(s)**” for clarity. Most state officials and agreement signatories are not familiar with the acronym EIEP; therefore, SSA will continue to use the terms “state agency” or “state agency, contractor(s), and agent(s)” in the same manner as the Computer Matching and Privacy Protection Act (CMPPA) and Information Exchange Agreements (IEA). This allows for easier alignment and mapping back to our data exchange agreements between state agencies and SSA. It will also provide a more “user-friendly” experience for the state officials who complete these forms on behalf of their state agencies.

The objective of this document is twofold. The first is to ensure that SSA can properly certify EIEPs as compliant with SSA security standards, requirements, and procedures. The second is to ensure that EIEPs adequately safeguard electronic information provided to them by SSA.

This document helps EIEPs understand the criteria that SSA uses when evaluating and certifying the system design and security features used for electronic access to SSA-provided information. Finally, this document provides the framework and general procedures for SSA’s Security Certification and Compliance Review Programs.

The primary statutory authority that supports the information contained in this document is the **Federal Information Security Management Act (FISMA)**. FISMA became law as part of the **Electronic Government Act of 2002**. FISMA is the United States legislation that defines a comprehensive framework to protect government information, operations, and assets against natural or manufactured threats. FISMA assigned the **National Institute of Standards and Technology (NIST)**, a branch of the U.S. Department of Commerce, the responsibility to outline and define compliance with FISMA. Unless otherwise stated, all of SSA’s requirements mirror the NIST-defined management, operational, and technical controls listed in the various NIST Special Publications (SP) libraries of technical guidance documents.

To gain electronic access to SSA-provided information, under the auspices of a data exchange agreement, EIEP’s must comply with SSA’s most current **Technical System Security Requirements** (hereafter referred to as **TSSRs**) to gain access to SSA-provided information. This document is **synonymous** with the **Electronic Information Exchange Security Requirements and Procedures for State and**

Local Agencies Exchanging Electronic Information with the Social Security Administration in the agreements. The TSSR specifies minimally acceptable levels of security standards and controls to protect SSA-provided information. SSA maintains the TSSR as a living document—subject to change--that addresses emerging threats, new attack methods and the development of new technology that potentially places SSA-provided information at risk. EIEPs may proactively ensure their ongoing compliance to the TSSR by periodically requesting the most current version from SSA. SSA will work with EIEPs to resolve deficiencies, which result from updates to the TSSRs. SSA refers to this process as **Gap Analysis**. EIEPs may proactively ensure their ongoing compliance with the TSSRs by periodically requesting the most current TSSR package from their SSA Point of Contact (POC) from the data exchange agreement.

SSA's standard for categorization of information (Moderate) and information systems is to provide appropriate levels of security according to risk level. Additions, deletions, or modification of security controls directly affect the level of security and due diligence SSA requires EIEPs use to mitigate risks. The emergence of new threats, attack methods, and the development of new technology warrants frequent reviews and revisions to our TSSR. Consequently, EIEPs should expect SSA's TSSR to evolve in harmony with the industry.

2. Electronic Information Exchange (EIE) Definition

For discussion purposes herein, EIE is any electronic process in which SSA discloses information under its control to any third party for program or non-program purposes, without the specific consent of the subject individual or any agent acting on his or her behalf. EIE involves individual data transactions and data files processed within the programmatic systems of parties to electronic information sharing agreements with SSA. This includes direct terminal access (DTA) to SSA systems, batch processing, and variations thereof (e.g., online query) regardless of the systematic method used to accomplish the activity or to interconnect SSA with the EIEP.

3. Roles and Responsibilities

The SSA **Office of Information Security (OIS)** has agency-wide responsibility for interpreting, developing, and implementing security policy; providing security and integrity review requirements for all major SSA systems; managing SSA's fraud monitoring and reporting activities, developing and disseminating security training and awareness materials, and providing consultation and support for a variety of agency initiatives. SSA's security reviews ensure that external systems receiving information from SSA are secure and operate in a manner consistent with SSA's Information Technology (IT) security policies and in compliance with the terms of electronic data exchange agreements executed by SSA with outside entities. Within the context of SSA's security policies and the terms of the electronic data exchange

agreements with SSA's EIEPs, SSA exclusively conducts and brings to closure initial security certifications and triennial security compliance reviews. This includes (but not limited to) any EIEP that processes, maintains, transmits, or stores SSA-provided information in accordance with pertinent Federal requirements.

- a. The SSA Regional **Data Exchange Coordinators** (DECs) serve as a bridge between SSA and EIEPs. DECs assist in coordinating data exchange security review activities with EIEPs; (e.g., providing points of contact with state agencies, assisting in setting up security reviews, etc.) DECs are also the first points of contact for states if an employee of a state agency or an employee of a state agency's contractor or agent becomes aware of suspected or actual loss of SSA-provided information.
- b. SSA requires **EIEPs** to adhere to the standards, requirements, and procedures, published in this TSSR document.
 - “Personally Identifiable Information (PII),” covered under several Federal laws and statutes, refers to specific information about an individual used to trace that individual's identity. Information such as his/her name, Social Security Number (SSN), date and place of birth, mother's maiden name, or biometric records, alone, or when combined with other personal or identifying information is linkable or lined to a specific individual's medical, educational, financial, and employment information.
 - The data (last 4 digits of the SSN) that SSA provides to its EIEPs for purposes of the Help America Vote Act (HAVA) does not identify a specific individual; therefore, is not “PII” as defined by the Act.
 - Both SSA and EIEPs must remain diligent in the responsibility for establishing *appropriate* management, operational, and technical safeguards to ensure the confidentiality, integrity, and availability of its records and to protect against any anticipated threats or hazards to their security or integrity.
- c. A State Transmission/Transfer Component (STC) is an organization that performs as an electronic information conduit or collection point for one of more other entities (also referred to as a hub). An STC must also adhere to the same management, operational and technical controls as SSA and the EIEP.

NOTE: Disclosure of Federal Tax Information (FTI) is limited to certain Federal agencies and state programs supported by federal statutes under Sections 1137, 453, and 1106 of the Social Security Act. For information regarding

safeguards for protecting FTI, consult IRS Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies.

4. General Systems Security Standards

EIEPs that request and receive information electronically from SSA must comply with the following general systems security standards concerning access to and control of SSA-provided information.

NOTE: EIEPs may not create separate files or records comprised solely of the information provided by SSA.

1. EIEPs must ensure that means, methods, and technology used to process, maintain, transmit, or store SSA-provided information neither prevents nor impedes the EIEP's ability to:
 - safeguard the information in conformance with SSA requirements
 - efficiently investigate fraud, data breaches, or security events that involve SSA-provided information
 - detect instances of misuse or abuse of SSA-provided information

For example, Utilization of cloud computing may have the potential to jeopardize an EIEP's compliance with the terms of their agreement or associated systems security requirements and procedures.

2. The EIEP must use the electronic connection established between the EIEP and SSA only in support of the current agreement(s) between the EIEP and SSA.
3. The EIEP must use the software and/or devices provided to the EIEPs only in support of the current agreement(s) between the EIEPs and SSA.
4. SSA prohibits the EIEP from modifying any software or devices provided to the EIEPs by SSA.
5. EIEPs must ensure that SSA-provided information is not processed, maintained, transmitted, or stored in or by means of data communications channels, electronic devices, computers, or computer networks located in geographic or virtual areas not subject to U.S. law.
6. EIEPs must restrict access to the information to authorized users who need it to perform their official duties.

NOTE: Contractors and agents (hereafter referred to as contractors) of the EIEP who process, maintain, transmit, or store SSA-provided information are held to the same security requirements as employees of the EIEP. Refer to the section '[Contractors of Electronic Information Exchange Partners in the Systems Security Requirements](#) for additional information.

7. EIEPs must store information received from SSA in a manner that, at all times, is

physically and electronically secure from access by unauthorized persons.

8. The EIEP must process SSA-provided information under the immediate supervision and control of authorized personnel.
9. EIEPs must employ both physical and technological barriers to prevent unauthorized retrieval of SSA-provided information via computer, remote terminal, or other means.
10. EIEPs must have formal PII incident response procedures. When faced with a security incident, caused by malware, unauthorized access, software issues, or acts of nature, the EIEP must be able to respond in a manner that protects SSA-provided information affected by the incident.
11. EIEPs must have an active and robust security awareness program, which is mandatory for all employees who access SSA-provided information.
12. EIEPs must advise employees with access to SSA-provided information of the confidential nature of the information, the safeguards required to protecting the information, and the civil and criminal sanctions for non-compliance contained in the applicable Federal and state laws.
13. In accordance with the National Institute of Standards and Technology (NIST) Special Publication (SP) on Contingency Planning requirements and recommendations, SSA requires EIEPs to document a senior management approved Contingency plan that includes a disaster recovery plan that addresses both natural disaster and cyber-attack situations.
14. SSA requires the Contingency Plan to include details regarding the organizational business continuity plan (BCP) and a business impact analyses (BIA) that address the security of SSA-provided information if a disaster occurs.
15. At its discretion, SSA or its designee must have the option to conduct onsite security reviews or make other provisions, to ensure that EIEPs maintain adequate security controls to safeguard the information we provide.

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5. Systems Security Requirements

5.1 Overview

SSA's TSSR represent the current industry standard for security controls, safeguards, and countermeasures required for Federal information systems by Federal regulations, statutes, standards, and guidelines. Additionally, SSA's TSSR includes organizationally defined interpretations, policies, and procedures mandated by the authority of the Commissioner of Social Security in areas when or where other cited authorities may be silent or non-specific.

SSA must certify that the EIEP has implemented security controls that meet the requirements and work as intended, before the authorization to initiate transactions to and from SSA, through batch data exchange processes or online processes such as State Online Query (SOLQ) or Internet SOLQ (SOLQ-I).

The TSSR address management, operational, and technical controls regarding security safeguards to ensure only authorized disclosure and usage of SSA provided information used, maintained, transmitted, or stored by SSA's EIEPs. SSA requires EIEPs to maintain an organizational access control structure that adheres to a three-tiered best practices model. The SSA recommended model is "separation of duties," "need-to-know" and "least privilege."

SSA requires EIEPs to document and notify SSA prior to sharing SSA-provided information with another state entity, or to allow them direct access to their system. **This includes (but not limited to) law enforcement, other state agencies, and state organizations that perform audit, quality, or integrity functions.**

SSA recommends that the EIEP develop and publish a comprehensive Information Technology (IT) Systems Security Policy document that specifically addresses:

- 1) the classification of information processed and stored within the network,
- 2) management, operational, and technical controls to protect the information stored and processed within the network,
- 3) access to the various systems and subsystems within the network,
- 4) Security Awareness Training,

Exhibit F, Attachment B

- 5) Employee and End User Sanctions Policy,
- 6) Contingency Planning and Disaster Recovery

- 7) Incident Response Policy, and

- 8) The disposal of protected information and sensitive documents derived from the system or subsystems on the network.

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**5.2 General System Security Design and Operating Environment
(Planning (PL) Family – (System Security Plan), Contingency Plan (CP)
Family, Physical and Environmental (PE) Family,
NIST SP 800-53 rev. 4)**

In accordance with the NIST suite of Special Publications (SP) (e.g., 800-53, 800-34, etc.), SSA requires the EIEP to maintain policies, procedures, descriptions, and explanations of their overall system design, configuration, security features, and operational environment. They should include explanations of how they conform to SSA's TSSRs. The EIEPs General System Security design and Operating Environment must also address:

- a) the operating environment(s) in which the EIEP will utilize, maintain, store, and transmit SSA-provided information,
- b) the business process(es) in which the EIEP will use SSA-provided information,
- c) the physical safeguards employed to ensure that unauthorized personnel, the public or visitors to the agency cannot access SSA-provided information,
- d) details of how the EIEP keeps audit information pertaining to the use and access to SSA-provided information and associated applications readily available,
- e) electronic safeguards, methods, and procedures for protecting the EIEP's network infrastructure and for protecting SSA-provided information while in transit, in use within a process or application, and at rest ,
- f) a senior management approved Information System Contingency Plan (ISCP) that addresses both internal and external threats. SSA requires the ISCP to include details regarding the organizational business continuity plan (BCP) and a business impact analyses (BIA) that addresses the security of SSA-provided information if a disaster occurs. SSA recommends that state agencies perform disaster exercises at least once annually.,

Exhibit F, Attachment B

- g) how the EIEP prevents unauthorized retrieval of SSA-provided information by computer, remote terminal, or other means; including descriptions of security software other than access control software (e.g., security patch and anti-malware software installation and maintenance, etc.)
- h) how the configurations of devices (e.g., servers, workstations, portable devices) involving SSA-provided information complies with recognized industry standards (i.e. NIST SP's) and SSA's TSSR, and
- i) organizational structure of the agency, number of users, and all external entities that will have access to the system and/or application that displays, transmits, and/or application that displays, transmits and/or stores SSA-provided information.

Note: At its discretion, SSA or a third party (i.e. contractor) must have the option to conduct onsite security reviews or make other provisions, to ensure that EIEPs maintain adequate security controls to safeguard the information we provide.

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5.3 System Access Control (Access Control (AC) Family, NIST SP 800-53 rev. 4)

EIEPs must utilize and maintain technological (logical) access controls that limit access to SSA-provided information and associated transactions and functions to only those users, processes acting on behalf of authorized users, or devices (including other information systems) authorized for such access based on their official duties or purpose(s). EIEPs must employ a recognized user-access security software package (e.g., RAC-F, ACF-2, TOP SECRET, Active Directory, etc.) or a security software design, which is equivalent to such products. The access control software must employ and enforce (1) PIN/password, and/or (2) PIN/biometric identifier, and/or (3) SmartCard/biometric identifier, etc., (for authenticating users), (and lower case letters, numbers, and special characters; password phrases) for the user accounts of persons, processes, or devices whose functions require access privileges in excess of those of ordinary users.

The EIEP's password policies must require stringent password construction as supported by current NIST guidelines for the user accounts of persons, processes, or devices whose functions require access privileges above those of ordinary users. **SSA strongly recommends Two-Factor Authentication.**

The EIEP's implementation of the control software must comply with recognized industry standards. Password policies should enforce sufficient construction strength (length and complexity) to defeat or minimize risk-based identified vulnerabilities and ensure limitations for password repetition. Technical controls should enforce periodic password changes based on a risk-based standard (e.g., maximum password age of 90 days, minimum password age of 3 – 7 days) and enforce automatic disabling of user accounts that have been inactive for a specified period of time (e.g., 90 days).

The EIEP's password policies must require stringent password construction (e.g., passwords greater than eight characters in length requiring upper and lower case letters, numbers, and/or special characters; password phrases) for the user accounts of persons, processes, or devices whose functions require access privileges in excess of those of ordinary users.

In addition, SSA has the following specific requirements in the area of Access Control:

1. Upon hiring or before granting access to SSA-provided information, EIEPs should verify the identities of any employees, contractors, and agents who will have access to SSA-provided information in accordance with the applicable agency or state's "personnel identity verification policy."
2. SSA requires that state agencies have a logical control feature that designates a maximum number of unsuccessful login attempts for agency workstations and devices that store or process SSA-provided information, in accordance with NIST guidelines. SSA recommends no fewer than three (3) and no greater than five (5)..
3. SSA requires that the state agency designate specific official(s) or functional component(s) to issue PINs, passwords, biometric identifiers, or Personal Identity Verification (PIV) credentials to individuals who will access SSA-provided information. **SSA also requires that the state agency prohibit any functional component(s) or official(s) from issuing credentials or access authority to themselves or other individuals within their job-function or category of access.**
4. SSA requires that EIEPs grant access to SSA-provided information based on least privilege, need-to-know, and separation of duties. State agencies should not routinely grant employees, contractors, or agents access privileges that exceed the organization's business needs. SSA also requires that EIEPs periodically review employees, contractors, and agent's system access to determine if the same levels and types of access remain applicable.
5. If an EIEP employee, contractor, or agent is subject to an adverse administrative action by the EIEP (e.g., reduction in pay, disciplinary action, termination of employment), SSA recommends the EIEP remove his or her access to SSA-provided information in advance of the adverse action to reduce the possibility that will the employee will perform unauthorized activities that involve SSA-provided information.

6. SSA requires that work-at-home, remote access, and/or Internet access comply with applicable Federal and state security policy and standards. Furthermore, the EIEPs access control policy must define the safeguards in place to adequately protect SSA-provided information for work-at-home, remote access, and/or Internet access.

7. SSA requires EIEPs to design their system with logical control(s) that prevent unauthorized browsing of SSA-provided information. SSA refers to this setup as a **Permission Module**. The term “**Permission Module**” supports a business rule and systematic control that prevents users from browsing a system that contains SSA-provided information. It also supports the principle of **referential integrity**. It should prevent non-business related or unofficial access to SSA-provided information. Before a user or process requests SSA-provided information for verification, the system should verify it is an authorized transaction. Some organizations use the term “referential integrity” to describe the verification step. A properly configured Permission Module should prevent a user from performing any actions not consistent with a need-to-know business process. If a logical permission module configuration is not possible, the state agency must enforce its Access Control List (ACL) in accordance with the principle of least privilege. **The only acceptable compensating control for a system that lacks a permission module is a 100% review of all transactions that involve SSA-provided information.**

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5.4 Automated Audit Trail

(Audit and Accountability (AU) Family, NIST SP 800-53 rev. 4)

SSA requires EIEPs, and other STCs or agencies that provide audit trail services to other state agencies that receive information electronically from SSA, to implement and maintain a fully automated audit trail system (ATS). The system must be capable of creating, storing, protecting, and (efficiently) retrieving and collecting records identifying the individual user who initiates a request for information from SSA or accesses SSA-provided information. At a minimum, individual audit trail records must contain the data needed (including date and time stamps) to associate each query transaction or access to SSA-provided information with its initiator, their action, if any, and the relevant business purpose/process (e.g., SSN verification for Medicaid). Each entry in the audit file must be stored as a separate record, not overlaid by subsequent records. The ATS must create transaction files to capture all input from interactive internet applications that access or query SSA-provided information.

SSA requires that the agency's ATS create an audit record when users view screens that contain SSA-provided information. If an STC handles and audits the EIEP's transactions with SSA, the EIEP is responsible for ensuring that the STC's audit capabilities meet NIST's guidelines for an automated audit trail system. The EIEP must also establish a process to obtain specific audit information from the STC regarding the EIEP's SSA transactions.

SSA requires that EIEPs have automated retrieval and collection of audit records. Such automated functions can be via online queries, automated reports, batch processing, or any other logical means of delivering audit records in an expeditious manner. Information in the audit file must be retrievable by an automated method and must allow the EIEP the capability to make them available to SSA upon request.

Access to the audit file must be restricted to authorized users with a "need to know," audit file data must be unalterable (read-only), and maintained for a minimum of three (3) (preferably seven (7)) years. Information in the audit file must be retrievable by an automated method and must allow the EIEP the capability to make them available to SSA upon request. The EIEP must backup audit trail records on a regular basis to ensure its availability. EIEPs must apply the same level of protection to backup audit files that apply to the original files to ensure the integrity of the data.

If the EIEP retains SSA-provided information in a database (e.g., Access database, SharePoint, etc.), or if certain data elements within the EIEP's system indicates to users that SSA verified the information, the EIEP's system must also capture an audit trail record of users who view SSA-provided information stored within the EIEP's system. The retrieval requirements for SSA-provided information at rest and the retrieval requirements for regular transactions are identical. **Similar to the Permission Module requirement above, the only acceptable compensating control for a system that lacks an Automated Audit Trail System (ATS) is a 100% review of all transactions that involve SSA-provided information.**

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5.5 Personally Identifiable Information (PII)

(The Privacy Act of 1974, E-Government Act of 2002 (P.L. 107-347), and AP Family – Authority and Purpose (Privacy Controls), NIST SP 800-53 rev. 4)

Personally Identifiable Information (PII) is information used to distinguish or trace an individual's identity, such as their name, Social Security Number, biometric records, alone or when combined with other personal or identifying information linked or linkable to a specific individual. An item such as date and place of birth, mother's maiden name, or father's surname is PII, regardless of whether combined with other data.

SSA defines **a PII loss** as a circumstance when an EIEP employee, contractor, or agent has reason to believe that information on hard copy or in electronic format, which contains PII provided by SSA, left the EIEP's custody or the EIEP disclosed it to an unauthorized individual or entity. PII loss is a reportable incident. SSA requires that contracts for periodic disposal/destruction of case files or other print media contain a non-disclosure agreement signed by all personnel who will encounter products that contain SSA-provided information.

If a PII loss involving SSA-provided information occurs or is suspected, the EIEP must be able to quantify the extent of the loss and compile a complete list of the individuals potentially affected by the incident (refer to [Incident Reporting](#)).

The EIEP should have procedural documents to describe methods and controls for safeguarding SSA-provided PII while in use, at rest, during transmission, or after archiving. The document should explain how the EIEP manages and handles SSA-provided information on print media and explain how the methods and controls conform to NIST requirements. SSA requires that printed items that contain SSA-provided PII always remain in the custody of authorized EIEP employees, contractors, or agents. SSA also requires that the agency destroy the items when no longer required for the EIEP's business process. If retained in paper files for evidentiary purposes, the EIEP should safeguard such PII in a manner that prevents unauthorized personnel from accessing such materials. All agencies that receive SSA-provided information must maintain an inventory of all documents that outline statewide or agency policy and procedures regarding the same.

5.6 Monitoring and Anomaly Detection

(Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations, NIST SP 800-137, E-Government Act of 2002 (P.L. 107-347), and Security Assessment and Authorization (CA) and Risk Assessment (RA) Families, NIST SP 800-53 rev. 4)

SSA requires that the EIEPs use an Intrusion Protection System (IPS) or an Intrusion Detection System (IDS). The EIEP must establish and/or maintain continuous monitoring of its network infrastructure and assets to ensure that:

- 1) the EIEP's security controls continue to be effective over time,
- 2) the EIEP uses industry-standard Security Information Event Manager (SIEM) tools, anti-malware software, and effective antivirus protection,
- 3) only authorized individuals, devices, and processes have access to SSA-provided information,
- 4) the EIEP detects efforts by external and internal entities, devices, or processes to perform unauthorized actions (e.g., data breaches, malicious attacks, access to network assets, software/hardware installations, etc.) as soon as they occur,
- 5) the necessary parties are immediately alerted to unauthorized actions performed by external and internal entities, devices, or processes,
- 6) upon detection of unauthorized actions, measures are immediately initiated to prevent or mitigate associated risk,
- 7) in the event of a data breach or security incident, the EIEP can efficiently determine and initiate necessary remedial actions, and
- 8) trends, patterns, or anomalous occurrences and behavior in user or network activity that may be indicative of potential security issues are readily discernible.

The EIEP's system must include the capability to prevent users from unauthorized browsing of SSA records. SSA requires the use of a transaction-driven **permission module design**, whereby employees are unable to initiate transactions not associated with the normal business process. If the EIEP uses such a design, they also must have anomaly detection to monitor an employee's unauthorized attempts to gain access to SSA-provided information and attempts to obtain information from SSA for clients not in the EIEP's client system. The EIEP should employ measures to ensure the permission module's integrity. Users should not be able to create a bogus case and subsequently delete it in such a manner that it goes undetected. The SSA permission module design employs both role and rules based logical access control restrictions. (Refer to [Access Control](#))

If the EIEP's design **does not use** a permission module **and** is not transaction-driven, until at least one of these security features exists, the EIEP must develop and implement **compensating security controls** to deter employees from browsing SSA records. These controls must include monitoring and anomaly detection features, such as: systematic, manual, or a combination thereof. Such features must include the capability to detect anomalies in the volume and/or type of transactions or queries requested or initiated by individuals and include systematic or manual procedures for verifying that requests and queries of SSA-provided information comply with valid official business purposes.

Risk Management Program

SSA recommends that EIEPs develop and maintain a published Risk Assessment Policy and Procedures document. A Risk Management Program may include, but is not limited to the following:

1. A risk assessment policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance,
2. Procedures to facilitate the implementation of the risk assessment policy and associated risk assessment controls,
3. A function that conducts an assessment of risk, including the likelihood and magnitude of harm, from the unauthorized access, use, disclosure, disruption, modification, or destruction of the information system and the information it processes, stores, or transmits,
4. An independent function that conducts vulnerability and risk assessments, reviews risk assessment results, and disseminates such information to senior management,
5. A firm commitment from senior management to update the risk assessment whenever there are significant changes to the information

system or environment of operation or other conditions that may affect the security of SSA-provided information,

6. A robust vulnerability scanning protocol that employs industry standard scanning tools and techniques that facilitate interoperability among tools and automates parts of the vulnerability management process,
7. Remediates legitimate vulnerabilities in accordance with an organizational assessment of risk, and
8. Shares information obtained from the vulnerability scanning process and security control assessments with senior management to help eliminate similar vulnerabilities in other information systems that receive, process, transmit, or store SSA-provided information.

Note: The EIEP's decision to initiate or maintain an official Risk Management Program and establish a formal Risk Assessment Strategy for mitigating risk is strictly voluntary, but highly recommended by SSA.

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5.7 Management Oversight and Quality Assurance

(The Privacy Act of 1974, E-Government Act of 2002 (P.L. 107-347), and the AC – Access Control & PM – Program Management Families, NIST SP 800-53 rev. 4)

SSA requires the EIEP to establish and/or maintain ongoing management oversight and quality assurance capabilities to ensure that only authorized users have access to SSA-provided information. This will ensure there is ongoing compliance with the terms of the EIEP's electronic information sharing agreement with SSA and the TSSRs established for access to SSA-provided information. The entity responsible for management oversight should consist of one or more of the EIEP's management officials whose job functions include responsibility to ensure that the EIEP only grants access to the appropriate users and position types (least privilege), which require the SSA-provided information to do their jobs (need-to-know).

SSA requires the EIEP to ensure that users granted access to SSA-provided information receive adequate training on the sensitivity of the information, associated safeguards, operating procedures, and the civil and criminal consequences or penalties for misuse or improper disclosure.

SSA requires that EIEPs establish the following job functions and require that only users whose job functions are separate from personnel who request or use SSA-provided information.

SSA requires that EIEPs establish the following job functions separate from personnel who request or use SSA-provided information.

- a) Perform periodic self-reviews to monitor the EIEP's ongoing usage of SSA-provided information.
- b) Perform random sampling of work activity that involves SSA-provided information to determine if the access and usage comply with SSA's requirements

SSA requires the EIEP's system to produce reports that allow management and/or supervisors to monitor user activity. The EIEP must have a process for distributing these monitoring and exception reports to appropriate local managers/supervisors or to local security officers. The process must ensure that only those whose responsibilities include monitoring anomalous activity of users, to include those who have exceptional system rights and privileges, use the reports.

1. User ID Exception Reports:

This type of report captures information about users who enter incorrect user IDs when attempting to gain access to the system or to a transaction that initiates requests for information from SSA, including failed attempts to enter a password.

2. Inquiry Match Exception Reports:

This type of report captures information about users who initiate transactions for SSNs that have no client case association within the EIEP's system **(the EIEP's management must review 100% of these cases)**.

3. System Error Exception Reports:

This type of report captures information about users who may not understand or may be violating proper procedures for access to SSA-provided information.

4. Inquiry Activity Statistical Reports:

This type of report captures information about transaction usage patterns among authorized users and is a tool that enables the EIEP's management to monitor typical usage patterns in contrast to extraordinary usage patterns.

The EIEP must have a process for distributing these monitoring and exception reports to appropriate local managers/supervisors or to local security officers. The process must ensure that only those whose responsibilities include monitoring anomalous activity of users, to include those who have exceptional system rights and privileges, use the reports.

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5.8 Data and Communications Security

(The Privacy Act of 1974, E-Government Act of 2002 (P.L. 107-347), and the Access Control (AC), Configuration Management (CM), Media Protection (MP), and System and Communication (SC) Families, NIST SP 800-53 rev. 4)

SSA requires EIEPs to encrypt PII and SSA-provided information when transmitting across dedicated communications circuits between its systems, intrastate communications between its local office locations, and on the EIEP's mobile computers, devices and removable media. The EIEP's encryption methods must align with the Guidelines established by the National Institute of Standards and Technology (NIST). SSA recommends the Advanced Encryption Standard (AES) or Triple DES (Data Encryption Standard 3).

Files encrypted for external users (when using tools such as Microsoft Word encryption,) require a key length of at least nine characters. SSA recommends that the key (also referred to as a password) contain both special characters and numbers. SSA supports the NIST Guidelines that requires the EIEP deliver the key so that it does not accompany the media. The EIEP must secure the key when not in use or unattended.

SSA discourages the use of the public Internet for transmission of SSA-provided information. If, however, the EIEP uses the public Internet or other electronic communications, such as emails and faxes to transmit SSA-provided information, they must use a secure encryption protocol such as Secure Socket Layer (SSL) or Transport Layer Security (TLS). SSA also recommends 256-bit encryption protocols or more secure methods such as Virtual Private Network technology. The EIEP should only send data to a secure address or device to which the EIEP can control and limit access to only specifically authorized individuals and/or processes. **SSA recommends that EIEPs use Media Access Control (MAC) Filtering and Firewalls to protect access points from unauthorized devices attempting to connect to the network.**

EIEPs should not retain SSA-provided information any longer than business purpose(s) dictate. The IEA with SSA stipulates a time for data retention. The EIEP should delete, purge, destroy, or return SSA-provided information when the business purpose for retention no longer exists.

The EIEP may not save or create separate files comprised solely of information provided by SSA. The EIEP may apply specific SSA-provided information to the EIEP's matched record from a preexisting data source. Federal law prohibits duplication and redisclosure of SSA-provided information without written approval from SSA.

This prohibition applies to both internal and external sources who do not have a “need-to-know.” SSA recommends that EIEPs use either **Trusted Platform Module (TPM)** or **Hardware Security Module (HSM)** technology solutions to encrypt data at rest on hard drives and other data storage media.

SSA requires EIEPs to prevent unauthorized disclosure of SSA-provided information after they complete processing and after the EIEP no longer requires the information. The EIEP’s operational processes must ensure that no residual SSA-provided information remains on the hard drives of user’s workstations after the user exits the application(s) that use SSA-provided information. If the EIEP must send a computer, hard drive, or other computing or storage device offsite for repair, the EIEP must have a non-disclosure clause in their contract with the vendor. If the EIEP used the item in connection with a business process that involved SSA-provided information and the vendor will retrieve or may view SSA-provided information during servicing, SSA reserves the right to inspect the EIEP’s vendor contract. The EIEP must remove SSA-provided information from electronic devices before sending it to an external vendor for service. SSA expects the EIEP to render SSA-provided information unrecoverable or destroy the electronic device if they do not need to recover the information. The same applies to excessed, donated, or sold equipment placed into the custody of another organization.

To sanitize media, the EIEP should use one of the following methods:

1. **Overwriting/Clearing:**

Overwrite utilities can only be used on working devices. Overwriting is appropriate only for devices designed for multiple reads and writes. The EIEP should overwrite disk drives, magnetic tapes, floppy disks, USB flash drives, and other rewriteable media. The overwrite utility must completely overwrite the media. SSA recommends the use of **purging** media sanitization to make the data irretrievable, protecting data against laboratory attacks or forensics. Reformatting the media does not overwrite the data.

2. **Degaussing:**

Degaussing is a sanitization method for magnetic media (e.g., disk drives, tapes, floppies, etc.). Degaussing is not effective for purging non-magnetic media (e.g., optical discs). SSA and NIST Guidelines require EIEP to use a certified tool designed to degauss each particular type of media. NIST guidelines require certification of the tool to ensure that the magnetic flux applied to the media is strong enough to render the information irretrievable. The degaussing process must render data on the media irretrievable by a laboratory attack or laboratory forensic procedures.

3. **Physical destruction:**

NIST guidelines require physical destruction when degaussing or overwriting cannot be accomplished (for example, CDs, floppies, DVDs, damaged tapes, hard drives, damaged USB flash drives, etc.). Examples of physical destruction include shredding, pulverizing, and burning.

State agencies may retain SSA-provided information in hardcopy only if required to fulfill evidentiary requirements, provided the agencies retire such data in accordance with applicable state laws governing state agency's retention of records. The EIEP must control print media containing SSA-provided information to restrict access to authorized employees who need such access to perform official duties. EIEPs must destroy print media containing SSA-provided information in a secure manner when no longer required for business purposes. SSA requires the EIEP to destroy paper documents that contain SSA-provided information by burning, pulping, shredding, macerating, or other similar means that ensure the information is unrecoverable.

State agencies may use any accretions, deletions, or changes to the SSA-provided information governed by the CMPPA agreement to update their master files or federally funded state-administered benefit program applicants and recipients and retain such master files in accordance with applicable state laws governing State Agencies' retention of records.

NOTE: Hand tearing or lining through documents to obscure information does not meet SSA's requirements for appropriate destruction of PII.

The EIEP must employ measures to ensure that communications and data furnished to SSA contain no viruses or other malware.

Special Note regarding Cloud Service Providers:

If the EIEP will store SSA-provided information through a Cloud Service Provider, please provide the name and address of the cloud provider. Describe the security responsibilities the contract requires to protect SSA-provided information.

SSA will ask for detailed descriptions of the security features contractually required of the cloud provider and information regarding how they will protect SSA-provided information at rest and when in transit.

EIEPs cannot legally process, transmit, or store SSA-provided information in a cloud environment without explicit permission from SSA's Chief Information Officer.

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5.9 Incident Reporting

(The Privacy Act of 1974, E-Government Act of 2002 (P.L. 107-347), and the Incident Response (IR) Family, NIST SP 800-53 rev. 4)

FISMA, NIST Guidelines, and Federal Law require the EIEP to develop and implement policies and procedures to respond to potential data breaches or PII losses. EIEPs must articulate, in writing, how the policies and procedures conform to SSA's requirements. The procedures must include the following information:

*If your agency experiences or suspects a breach or loss of PII or a security incident, which includes SSA-provided information, they must notify the State official responsible for Systems Security designated in the agreement. That State official or delegate must then notify the SSA Regional Office Contact or the SSA Systems Security Contact identified in the agreement. If, for any reason, the responsible State official or delegate is unable to notify the SSA Regional Office or the SSA Systems Security Contact **within one hour**, the responsible State Agency official or delegate must report the incident by contacting **SSA's National Network Service Center (NNSC) toll free at 877-697-4889** (select "Security and PII Reporting" from the options list). The EIEP will provide updates as they become available to SSA contact, as appropriate. Refer to the worksheet provided in the agreement to facilitate gathering and organizing information about an incident.*

If SSA, or another Federal investigating entity (e.g. TIGTA or DOJ), determines that the risk presented by a breach or security incident requires that the state agency notify the subject individuals, the agency must agree to absorb all costs associated with notification and remedial actions connected to security breaches. **SSA and NIST Guidelines encourage agencies to consider establishing incident response teams to address PII and SSA-provided information breaches.**

Incident reporting policies and procedures are part of the security awareness program. Incident reporting pertains to all employees, contractors, or agents regardless as to whether they have direct responsibility for contacting SSA. The written policy and procedures document should include specific names, titles, or functions of the individuals responsible for each stage of the notification process. The document should include detailed instructions for how, and to whom each employee, contractor, or agent should report the potential breach or PII loss.

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5.10 Security Awareness Training and User Sanctions

(The Privacy Act of 1974, E-Government Act of 2002 (P.L. 107-347), and Awareness and Training (AT), Personnel Security (PS), and Program Management (PM) Families, NIST SP 800-53 rev. 4)

The EIEP must have an active and robust security awareness program and security training for all employees, contractors, and agents who access SSA-provided information. The training and awareness programs must include:

- a. the sensitivity of SSA-provided information and addresses the Privacy Act and other Federal and state laws governing its use and misuse,
- b. the rules of behavior concerning use and security in systems and/or applications processing SSA-provided information,
- c. the restrictions on viewing and/or copying SSA-provided information,
- d. the responsibilities of employees, contractors, and agent's pertaining to the proper use and protection of SSA-provided information,
- e. the proper disposal of SSA-provided information,
- f. the security breach and data loss incident reporting procedures,
- g. the basic understanding of procedures to protect the network from malware attacks,
- h. spoofing, phishing and pharming, and network fraud prevention, and
- i. the possible criminal and civil sanctions and penalties for misuse of SSA-provided information.

SSA requires the EIEP to provide security awareness training to all employees, contractors, and agents who access SSA-provided information. The training should be annual, mandatory, and certified by the personnel who receive the training. SSA also requires the EIEP to certify that each employee, contractor, and agent who views SSA-provided information certify that they understand the potential criminal, civil, and administrative sanctions or penalties for unlawful access and/or disclosure.

SSA requires the EIEP to provide security awareness training to all employees, contractors, and agents who access SSA-provided information. The training should be annual, mandatory, and certified by the personnel who receive the training. SSA also requires the EIEP to certify that each employee, contractor, or agent who views SSA-provided information also certify that they understand the potential criminal and administrative sanctions or penalties for unlawful disclosure. SSA requires the state agency to require employees, contractors, and agents to sign a non-disclosure agreement, attest to their receipt of Security Awareness Training, and acknowledge the rules of behavior concerning proper use and security in systems that process SSA-provided information. The non-disclosure attestation must also include acknowledgement from each employee, contractor, and agent that he or she understands and accepts the potential criminal and/or civil sanctions or penalties associated with misuse or unauthorized disclosure of SSA-provided information. The state agency must retain the non-disclosure attestations for at least five (5) to seven (7) years for each individual who processes, views, or encounters SSA-provided information as part of their duties.

SSA strongly recommends the use of login banners, emails, posters, signs, memoranda, special events, and other promotional materials to encourage security awareness throughout your enterprise.

The state agency must designate a department or party to take the responsibility to provide ongoing security awareness training for all employees, contractors, and agents who access SSA-provided information. Training must include:

- The sensitivity of SSA-provided information and address the Privacy Act and other Federal and state laws governing its use and misuse
- Rules of behavior concerning use and security in systems processing SSA-provided information
- Restrictions on viewing and/or copying SSA-provided information
- The employee, contractor, and agent's responsibility for proper use and protection of SSA-provided information
- Proper disposal of SSA-provided information
- Security incident reporting procedures
- Basic understanding of procedures to protect the network from malware attacks

Exhibit F, Attachment B

- Spoofing, Phishing and Pharming scam prevention
- The possible sanctions and penalties for misuse of SSA-provided information

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5.11 Contractors of Electronic Information Exchange Partners
(The Privacy Act of 1974, E-Government Act of 2002 (P.L. 107-347), and Risk Assessment (RA), System and Services Acquisition (SA), Awareness and Training (AT), Personnel Security (PS), and Program Management (PM) Families, NIST SP 800-53 rev. 4)

The state agency's employees, contractors, and agents who access, use, or disclose SSA data in a manner or purpose not authorized by the Agreement may be subject to both civil and criminal sanctions pursuant to applicable Federal statutes. The state agency will provide its contractors and agents with copies of the Agreement, related IEAs, and all related attachments before initial disclosure of SSA data to such contractors and agents. Prior to signing the Agreement, and thereafter at SSA's request, the state agency will obtain from its contractors and agents a current list of the employees of such contractors and agents with access to SSA data and provide such lists to SSA.

Contractors of the state agency must adhere to the same security requirements as employees of the state agency. The state agency is responsible for the oversight of its contractors and the contractor's compliance with the security requirements. The state agency must enter into a written agreement with each of its contractors and agents who need SSA data to perform their official duties. Such contractors or agents agree to abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within the state agency's agreement with SSA.

The state agency must provide proof of the contractual agreement with all contractors and agents who encounter SSA-provided information as part of their duties. If the contractor processes, handles, or transmits information provided to the state agency by SSA or has authority to perform on the state agency's behalf, the state agency should clearly state the specific roles and functions of the contractor within the agreement. The state agency will provide SSA written certification that the contractor is meeting the terms of the agreement, including SSA security requirements. The service level agreements with the contractors and agents must contain non-disclosure language as it pertains to SSA-provided information.

The state agency must also require that contractors and agents who will process, handle, or transmit information provided to the state agency by SSA to include language in their signed agreement that obligates the contractor to follow the terms of the state agency's data exchange agreement with SSA. The state agency must also make certain that the contractor and agent's employees receive the same security awareness training as the state agency's employees. The state agency, the contractor, and the agent should maintain awareness-training records for their employees and require the same mandatory annual

certification procedures.

SSA requires the state agency to subject the contractor to ongoing security compliance reviews that must meet SSA standards. The state agency will conduct compliance reviews at least triennially commencing no later than three (3) years after the approved initial security certification to SSA. The state agencies will provide SSA with documentation of their recurring compliance reviews of their contractors and agents. The state agencies will provide the documentation to SSA during their scheduled compliance and certification reviews or upon SSA's request.

If the state agency's contractor will be involved with the processing, handling, or transmission of information provided to the EIEP by SSA offsite from the EIEP, the EIEP must have the contractual option to perform onsite reviews of that offsite facility to ensure that the following meet SSA's requirements:

- a) safeguards for sensitive information,
- b) technological safeguards on computer(s) that have access to SSA-provided information,
- c) security controls and measures to prevent, detect, and resolve unauthorized access to, use of, and redisclosure of SSA-provided information, and
- d) continuous monitoring of the EIEP contractors or agent's network infrastructures and assets.

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5.12 Cloud Service Providers (CSP) for Electronic Information Exchange Partners
(NIST SP 800-144, NIST SP 800-145, NIST SP 800-146, OMB Memo M-14-03, NIST SP 137)

The National Institute of Standards and Technology (NIST) Special Publication (SP) 800-145 defines Cloud Computing as “a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This cloud model is composed of five essential characteristics, three service models, and four deployment models.” The three service models, as defined by NIST SP 800-145 are Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS). The Deployment models are Private Cloud, Community Cloud, Public Cloud, and Hybrid Cloud. Furthermore, The Federal Risk and Authorization Program (FedRAMP) is a risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

SSA requires the State Agency, contractor(s), and agent(s) to exercise due diligence to avoid hindering legal actions, warrants, subpoenas, court actions, court judgments, state or Federal investigations, and SSA special inquiries for matters pertaining to SSA-provided information.

SSA requires the State Agency, contractor(s), and agent(s) to agree that any state-owned or subcontracted facility involved in the receipt, processing, storage, or disposal of SSA-provided information operate as a “de facto” extension of the State Agency and is subject to onsite inspection and review by the State Agency or SSA with prior notice.

SSA requires that the State Agency thoroughly describe all specific contractual obligations of each party to the Cloud Service Provider (CSP) agreement between the state agency and the CSP vendor(s). If the obligations, services, or conditions widely differ from agency to agency, we require separate SDP Questionnaires to address the CSP services provided to each state agency involved in the receipt, processing, storage, or disposal of SSA-provided information.

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6. Security Certification and Compliance Review Programs *(NIST SP 800-18 – System Security Plans and Planning (PL) Family, NIST SP 800-53 rev. 4)*

SSA's security certification and compliance review programs are distinct processes. The certification program is a unique episodic process when an EIEP initially requests electronic access to SSA-provided information or makes substantive changes to existing exchange protocol, delivery method, infrastructure, or platform. The certification process entails two stages (refer to 6.1 for details) intended to ensure that management, operational, and technical security measures work as designed. SSA must ensure that the EIEPs fully conform to SSA's security requirements at the time of certification and satisfy both stages of the certification process before SSA will permit online access to its data in a production environment.

The compliance review program entails cyclical security review of the EIEP performed by, or on behalf of SSA. The purpose of the review is to assess an EIEP's conformance to SSA's current security requirements at the time of the review engagement. The compliance review program applies to both online and batch access to SSA-provided information. Under the compliance review program, EIEPs are subject to ongoing and periodic security reviews by SSA.

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6.1 The Security Certification Program
(NIST SP 800-18 – System Security Plans, Security Assessment and Authorization Controls (CA), and Planning (PL) Families, NIST SP 800-53 rev. 4)

The security certification process applies to EIEPs that seek online electronic access to SSA-provide information and consists of two general phases:

- a) **Phase 1:** The Security Design Plan (SDP) is a formal written plan authored by the EIEP to document its management, operational, and technical security controls to safeguard SSA-provided information (refer to [Documenting Security Controls in the Security Design Plan](#)).

NOTE: SSA may have legacy EIEPs (EIEPs not certified under the current process) who have not prepared an SDP. SSA strongly recommends that these EIEPs prepare an SDP.

The EIEP's preparation and maintenance of a current SDP will aid them in determining potential compliance issues prior to reviews, assuring continued compliance with SSA's TSSRs, and providing for more efficient security reviews.

- b) **Phase 2:** The SSA Onsite Certification is a formal security review conducted by SSA, or on its behalf, to examine the full suite of management, operational, and technical security controls implemented by the EIEP to safeguard data obtained from SSA electronically (refer to [The Certification Process](#)).

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6.2 Documenting Security Controls in the SDP

(NIST SP 800-18 – System Security Plans, Security Assessment and Authorization Controls (CA), and Planning (PL) Families, NIST SP 800-53 rev. 4)

6.2.1 When an SDP is required:

EIEPs must submit an SDP when one or more of the following circumstances apply:

- a) to obtain approval for requested access to SSA-provided information for an initial agreement,
- b) to obtain approval to reestablish previously terminated access to SSA-provided information,
- c) to obtain approval to implement a new operating or security platform that will involve SSA-provided information,
- d) to obtain approval for significant changes to the EIEP's organizational structure, technical processes, operational environment, or security implementations planned or made since approval of their most recent SDP or of their most recent successfully completed security review,
- e) to confirm compliance when one or more security breaches or incidents involving SSA-provided information occurred since approval of the EIEP's most recent SDP or of their most recent successfully completed security review,
- f) to document descriptions and explanations of measures implemented as the result of a data breach or security incident,
- g) to document descriptions and explanations of measures implemented to resolve non-compliance issue(s), and
- h) to obtain a new approval after SSA revoked approval of the most recent SDP

SSA may require a new SDP if changes occurred (other than those listed above) that may affect the terms of the EIEP's data exchange agreement with SSA.

SSA will not approve the SDP or allow the initiation of transactions and/or access to SSA-provided information before the EIEP complies with the TSSRs.

NOTE: EIEPs that function only as an STC, transferring SSA-provided information to other EIEPs must, per the terms of their agreements with SSA, adhere to SSA's TSSR and exercise their responsibilities regarding protection of SSA-provided information. (See Page 48 Definition of STC)

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6.3 The Certification Process
(NIST SP 800-18 – System Security Plans, Security Assessment and Authorization Controls (CA), and Planning (PL) Families, NIST SP 800-53 rev. 4)

Once the EIEP has successfully satisfied Phase 1, SSA will conduct an onsite certification review. The objective of the onsite review is to ensure the EIEP's management, operational, and technical controls safeguarding SSA-provided information from misuse and improper disclosure and that those safeguards function and work as intended.

At its discretion, SSA may request the EIEP to participate in an onsite review and compliance certification of their security infrastructure.

The onsite review may address any or all of SSA's security requirements and include, when appropriate:

- 1) a demonstration of the EIEP's implementation of each security requirement,
- 2) a physical review of pertinent supporting documentation to verify the accuracy of responses in the SDP,
- 3) a demonstration of the functionality of the software interface for the system that will receive, process, and store SSA-provided information,
- 4) a demonstration of the Automated Audit Trail System (ATS),
- 5) a walkthrough of the EIEP's data center to observe and document physical security safeguards,
- 6) a demonstration of the EIEP's implementation of electronic exchange of data with SSA,
- 7) a discussions with managers, supervisors, information security officers, system administrators, or other state stakeholders,
- 8) an examination of management control procedures and reports pertaining to anomaly detection or anomaly prevention,
- 9) a demonstration of technical tools pertaining to user access control and, if appropriate, browsing prevention,

- 10) a demonstration of the permission module or similar design, to show how the system triggers requests for information from SSA,
- 11) a demonstration of how the process for requests for SSA-provided information prevents SSNs not present in the EIEP's system from sending requests to SSA.

We may attempt to obtain information from SSA using at least one, randomly created, fictitious number not known to the EIEPs system.

During a certification or compliance review, SSA or a certifier acting on its behalf, may request a demonstration of the EIEP's ATS and its record retrieval capability. SSA or a certifier may request a demonstration of the ATS' capability to track the activity of employees who have the potential to access SSA-provided information within the EIEP's system. The certifier may request more information from those EIEPs who use an STC to handle and audit transactions. SSA or a certifier may conduct a demonstration to see how the EIEP obtains audit information from the STC regarding the EIEP's SSA transactions.

If an STC handles and audits an EIEP's transactions, SSA requires the EIEP to demonstrate both their in-house audit capabilities and the process used to obtain audit information from the STC.

If the EIEP employs a contractor or agent who processes, handles, or transmits the EIEP's SSA-provided information offsite, SSA, at its discretion, may request to include the contractor's facility in the onsite certification review. The inspection may occur with or without a representative of the EIEP.

Upon successful completion of the onsite certification review, SSA will authorize electronic access to production data by the EIEP. SSA will provide written notification of its certification to the EIEP and all appropriate internal SSA components.

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6.5 The Compliance Review Program and Process *(NIST SP 800-18 – System Security Plans, Configuration Management (CM), Security Assessment and Authorization Controls (CA), and Planning (PL) Families, NIST SP 800-53 rev. 4)*

Similar to the certification process, the compliance review program entails a process intended to ensure that EIEPs that receive electronic information from SSA are in full compliance with the SSA's TSSRs. SSA requires EIEPs to complete and submit (based on a timeline agreed upon by SSA and EIEP's stakeholders) a Compliance Review Questionnaire (CRQ). The CRQ (similar to the SDP), describes the EIEP's management, operational, and technical controls used to protect SSA-provided information from misuse and improper disclosure. We also want to verify that those safeguards function and work as intended.

As a practice, SSA attempts to conduct compliance reviews following a 3-5 year periodic review schedule. However, as circumstances warrant, a review may take place at any time. Three prominent examples that would trigger an ad hoc review are:

- A. a significant change in the outside EIEP's computing platform,
- B. a violation of any of SSA's TSSRs, or
- C. an unauthorized disclosure of SSA-provided information by the EIEP.

SSA may conduct onsite compliance reviews and include both the EIEP's main facility and a field office.

SSA may, at its discretion, request that the EIEP participate in an onsite compliance review of their security infrastructure to confirm the implementation of SSA's security requirements.

The onsite review may address any or all of SSA's security requirements and include, where appropriate:

- D. a demonstration of the EIEP's implementation of each requirement
- E. a random sampling of audit records and transactions submitted to SSA
- F. a walkthrough of the EIEP's data center to observe and document physical security safeguards
- G. a demonstration of the EIEP's implementation of online exchange of data with SSA,

- H. a discussion with managers, supervisors, information security officers, system administrators, or other state stakeholders,
 - I. an examination of management control procedures and reports pertaining to anomaly detection and prevention reports,
 - J. a demonstration of technical tools pertaining to user access control and, if appropriate, browsing prevention,
 - K. a demonstration of how a permission module or similar design triggers requests for information from SSA, and
 - L. a demonstration of how a permission module prevents the EIEP's system from processing SSNs not present in the EIEP's system.
- 1) We can accomplish this by attempting to obtain information from SSA using at least one, randomly created, fictitious number not known to the EIEP's system.**

SSA may perform an onsite or remote review for reasons including, but not limited, to the following:

- a) the EIEP has experienced a security breach or incident involving SSA-provided information
- b) the EIEP has unresolved non-compliance issue(s)
- c) to review an offsite contractor's facility that processes SSA-provided information
- d) the EIEP is a legacy organization that has not yet been through SSA's security certification and compliance review programs
- e) the EIEP requested that SSA perform an IV & V (Independent Verification and Validation review)

During the compliance review, SSA, or a certifier acting on its behalf, may request a demonstration of the system's audit trail and retrieval capability. The certifier may request a demonstration of the system's capability for tracking the activity of employees who view SSA-provided information within the EIEP's system. The certifier may request EIEPs that have STCs that handle and audit transactions with SSA to demonstrate the process used to obtain audit information from the STC.

If an STC handles and audits the EIEP's transactions with SSA, we may require the EIEP to demonstrate both their in-house audit capabilities and the processes used to

obtain audit information from the STC regarding the EIEP's transactions with SSA.

If the EIEP employs a contractor who will process, handle, or transmit the EIEP's SSA-provided information offsite, SSA, at its discretion, may request to include in the onsite compliance review an onsite inspection of the contractor's facility. The inspection may occur with or without a representative of the EIEP. The format of the review in routine circumstances (e.g., the compliance review is not being conducted to address a special circumstance, such as a disclosure violation, etc.) will generally consist of reviewing and updating the EIEP's compliance with the systems security requirements described above in this document. At the conclusion of the review, SSA will issue a formal report to appropriate EIEP personnel. The Compliance Report will address findings and recommendations from SSA's compliance review, which includes a plan for monitoring each issue until closure.

NOTE: SSA will never request documentation for compliance reviews unless necessary to assess the EIEP's security posture. The information is only accessible to authorized individuals who have a need for the information as it relates to the EIEP's compliance with its electronic data exchange agreement with SSA and the associated system security requirements and procedures. SSA will not retain the EIEP's documentation any longer than required. SSA will delete, purge, or destroy the documentation when the retention requirement expires.

Compliance Reviews are either on-site or remote reviews. High-risk reviews must be onsite reviews, medium risk reviews are usually onsite, and low risk reviews may qualify for a remote review via telephone. The past performance of the entire state determines whether a review is onsite or remote **SSA determines a state's risk level based on the "high water mark principle."** If one agency is high risk, the entire state is high risk. The following is a high-level example of the analysis that aids SSA in making a preliminary determination as to which review format is appropriate. SSA may also use additional factors to determine whether SSA will perform an onsite or remote compliance review.

A. High/Medium Risk Criteria

- 1) undocumented closing of prior review finding(s),
- 2) implementation of management, operational or technical controls that affect security of SSA-provided information (e.g. implementation of new data access method), or
- 3) a reported PII breach within the state.

B. Low Risk Criteria

- 1) no prior review finding(s) or prior finding(s) documented as closed
- 2) no implementation of technical/operational controls that impact security of SSA provided
- 3) information (e.g. implementation of new data access method) no reported PII breach

6.5.1 EIEP Compliance Review Participation

SSA may request to meet with the following stakeholders during the compliance review:

- a) a sample of managers, supervisors, information security officers, system administrators, etc. responsible for enforcing and monitoring ongoing compliance to security requirements and procedures to assess their level of training to monitor their employee's use of SSA-provided information, and for reviewing reports and taking necessary action
- b) the individuals responsible for performing security awareness and employee sanction functions to learn how EIEPs fulfill this requirement
- c) a sample of the EIEP's employees to assess their level of training and understanding of the requirements and potential sanctions applicable to the use and misuse of SSA-provided information
- d) the individual(s) responsible for management oversight and quality assurance functions to confirm how the EIEP accomplishes this requirement
- e) any additional individuals as deemed appropriate by SSA (i.e. analysts, Project/Program Manager, claims reps, etc.)

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6.6 Scheduling the Onsite Review

SSA will not schedule the onsite review until SSA approves the EIEP's SDP or the EIEPs stakeholders participating in the compliance review have agreed upon a schedule. There is no prescribed period for arranging the subsequent onsite review (*certification review* for an EIEP requesting initial access to SSA-provided information for an initial agreement or *compliance review* for other EIEPs). Unless there are compelling circumstances precluding it; the onsite review will occur as soon as reasonably possible.

The scheduling of the onsite review may depend on additional factors including:

- a) the reason for submission of an SDP or CRQ,
- b) the severity of security issues, if any,
- c) circumstances of the previous review, if any, and
- d) SSA's workload and resource considerations.

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7. Additional Definitions

Back Button:

Refers to a button on a web browser's toolbar, the *backspace button* on a computer keyboard, a programmed keyboard button or mouse button, etc., that returns a user to a previously visited web page or application screen.

Breach:

Refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where unauthorized persons have access or potential access to PII or Covered Information, whether physical, electronic, or in spoken word or recording

Browsing:

Requests for or queries of SSA-provided information for purposes not related to the performance of official job duties

Choke Point:

The firewall between a local network and the Internet is a choke point in network security, because any attacker would have to come through that channel, which is typically protected and monitored.

Cloud Computing:

The term refers to Internet-based computing derived from the cloud drawing representing the Internet in computer network diagrams. Cloud computing providers deliver on-line and on-demand Internet services. Cloud Services normally use a browser or Web Server to deliver and store information.

Cloud Computing (NIST SP 800-145 Excerpt):

Cloud computing is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This cloud model is composed of five essential characteristics, three service models, and four deployment models.

Essential Characteristics:

On-demand self-service - A consumer can unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with each service provider.

Broad network access - Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms (e.g., mobile phones, tablets, laptops, and workstations).

Resource pooling - The provider's computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of location independence in that the customer generally has no control or knowledge over the exact location of the provided resources but may be able to specify location at a higher level of abstraction (e.g., country, state, or datacenter). Examples of resources include storage, processing, memory, and network bandwidth.

Rapid elasticity - Capabilities can be elastically provisioned and released, in some cases automatically, to scale rapidly outward and inward commensurate with demand. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time.

Measured service - Cloud systems automatically control and optimize resource use by leveraging a metering capability¹ at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service.

Service Models:

Software as a Service (SaaS) - The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure². The applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g., web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Platform as a Service (PaaS) - The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages, libraries, services, and tools supported by the provider.³ The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly configuration settings for the application-hosting environment.

Infrastructure as a Service (IaaS) - The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, and deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

Deployment Models:

Private cloud - The cloud infrastructure is provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.

Community cloud - The cloud infrastructure is provisioned for exclusive use by a specific

community of consumers from organizations that have shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off premises.

Public cloud - The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.

Hybrid cloud - The cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load balancing between clouds).

1 Typically this is done on a pay-per-use or charge-per-use basis.

2 A cloud infrastructure is the collection of hardware and software that enables the five essential characteristics of cloud computing. The cloud infrastructure can be viewed as containing both a physical layer and an abstraction layer. The physical layer consists of the hardware resources that are necessary to support the cloud services being provided, and typically includes server, storage and network components. The abstraction layer consists of the software deployed across the physical layer, which manifests the essential cloud characteristics. Conceptually the abstraction layer sits above the physical layer.

3 This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources.

Cloud Drive:

A cloud drive is a Web-based service that provides storage space on a remote server.

Cloud Audit:

Cloud Audit is a specification developed at Cisco Systems, Inc. that provides cloud computing service providers a standard way to present and share detailed, automated statistics about performance and security.

The Federal Risk and Authorization Program (FedRAMP):

FedRAMP is a risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

Commingling:

Commingling is the creation of a common database or repository that stores and maintains both SSA-provided information and preexisting EIEP PII.

Data Exchange:

Data Exchange is a logical transfer of information from one government entity's systems of records (SOR) to another agency's application or mainframe through a secure and exclusive connection.

Degaussing:

Degaussing is the method of using a "special device" (i.e., a device that generates a magnetic field) in order to disrupt magnetically recorded information. Degaussing can be effective for purging damaged media and media with exceptionally large storage capacities. Degaussing is not effective for purging non-magnetic media (e.g., optical discs).

Function:

One or more persons or organizational components assigned to serve a particular purpose, or perform a particular role. The purpose, activity, or role assigned to one or more persons or organizational components.

Hub:

As it relates to electronic data exchange with SSA, a hub is an organization, which serves as an electronic information conduit or distribution collection point. The term Hub is interchangeable with the terms "StateTransmission Component," "State Transfer Component," or "STC."

ICON:

Interstate Connection Network (various entities use 'Connectivity' rather than 'Connection')

IV & V:

Independent Verification and Validation

Legacy System:

A term usually referring to a corporate or organizational computer system or network that utilizes outmoded programming languages, software, and/or hardware that typically no longer receives support from the original vendors or developers.

Manual Transaction:

A user-initiated operation (also referred to as a "user-initiated transaction"). This is the opposite of a system-generated automated process.

Example: A user enters a client's information including the client's SSN and presses the "ENTER" key to acknowledge that input of data is complete. A new screen appears with multiple options, which include "VERIFY SSN" and "CONTINUE". The user has the option to verify the client's SSN or perform alternative actions.

Media Sanitization:

- f) Disposal: Refers to the discarding (e.g., recycling) media that contains no sensitive or confidential data.
- g) Overwriting/Clearing: This type of media sanitization is adequate for protecting information from a robust keyboard attack. Clearing must prevent retrieval of information by data, disk, or file recovery utilities. Clearing must be resistant to keystroke recovery attempts executed from standard input devices and from data scavenging tools. For example, overwriting is an acceptable method for clearing media. Deleting items, however, is not sufficient for clearing.

This process may include overwriting all addressable locations of the data, as well as its logical storage location (e.g., its file allocation table). The aim of the overwriting process is to replace or obfuscate existing information with random data. Most rewriteable media may be cleared by a single overwrite. This method of sanitization is not possible on unwriteable or damaged media.

- h) Purging: This type of media sanitization is a process that protects information from a laboratory attack. The terms *clearing* and *purging* are sometimes synonymous. However, for some media, clearing is not sufficient for purging (i.e., protecting data from a laboratory attack). Although most re-writeable media requires a single overwrite, purging may require multiple rewrites using different characters for each write cycle.

This is because a laboratory attack involves threats with the capability to employ non-standard assets (e.g., specialized hardware) to attempt data recovery on media outside of that media's normal operating environment.

- i) Degaussing is also an example of an acceptable method for purging magnetic media. The EIEP should destroy media if purging is not a viable method for sanitization.
- Destruction: Physical destruction of media is the most effective form of sanitization. Methods of destruction include burning, pulverizing, and shredding. Any residual medium should be able to withstand a laboratory attack.

Permission module:

A utility or subprogram within an application, which automatically enforces the relationship of a request for or query of SSA-provided information to an authorized process or transaction before initiating a transaction. The System will not allow a user to request information from SSA unless the EIEP's client system contains a record of the subject individual's SSN. A properly configured Permission Module also enforces referential integrity and prevents unauthorized random browsing of PII.

Screen Scraping:

Screen scraping is normally associated with the programmatic collection of visual data from a source. Originally, screen scraping referred to the practice of reading text data from a computer display terminal's screen. This involves reading the terminal's memory through its auxiliary port, or by connecting the terminal output port of one computer system to an input port on another. The term screen scraping is synonymous with the term bidirectional exchange of data.

A screen scraper might connect to a legacy system via Telnet, emulate the keystrokes needed to navigate the legacy user interface, process the resulting display output, extract the desired data, and pass it on to a modern system.

More modern screen scraping techniques include capturing the bitmap data from a screen and running it through an optical character reader engine, or in the case of graphical user interface applications, querying the graphical controls by programmatically obtaining references to their underlying programming objects.

Security Breach:

An act from outside an organization that bypasses or violates security policies, practices, or procedures.

Security Incident:

A security incident happens when a fact or event signifies the possibility that a breach of security may be taking place, or may have taken place. All threats are security incidents, but not all security incidents are threats.

Security Violation:

An act from within an organization that bypasses or disobeys security policies, practices, or procedures.

Sensitive data:

Sensitive data is a special category of personally identifiable information (PII) that has the potential to cause great harm to an individual, government agency, or program if abused, misused, or breached. It is sensitive information protected against unwarranted disclosure and carries specific criminal and civil penalties for an individual convicted of unauthorized access, disclosure, or misuse. Protection of sensitive information usually involves specific classification or legal precedents that provide special protection for legal and ethical reasons.

Security Information Management (SIM):

SIM is software that automates the collection of event log data from security devices such as firewalls, proxy servers, intrusion detection systems and anti-virus software. The SIM translates the data into correlated and simplified formats.

SMDS (Switched Multimegabit Data Service (SMDS):

SMDS is a telecommunications service that provides connectionless, high-performance, packet-switched data transport. Although not a protocol, it supports standard protocols and communications interfaces using current technology.

SSA-provided data/information:

Synonymous with “SSA-supplied data/information”, defines information under the control of SSA provided to an external entity under the terms of an information exchange agreement with SSA. The following are examples of SSA-provided data/information:

- SSA’s response to a request from an EIEP for information from SSA (e.g., date of death)
- SSA’s response to a query from an EIEP for verification of an SSN

SSA data/information:

This term, sometimes used interchangeably with “SSA-provided data/information,” denotes information under the control of SSA provided to an external entity under the terms of an information exchange agreement with SSA. However, “**SSA data/information**” also includes information provided to the EIEP by a source other than SSA, but which the EIEP attests to that SSA verified it, or the EIEP couples the information with data from SSA as to to certify the accuracy of the information. The following are examples of SSA information:

- SSA’s response to a request from an EIEP for information from SSA (e.g., date of death)
- SSA’s response to a query from an EIEP for verification of an SSN

- Display by the EIEP of SSA's response to a query for verification of an SSN **and** the associated SSN provided by SSA
- Display by the EIEP of SSA's response to a query for verification of an SSN **and** the associated SSN provided to the EIEP by a source other than SSA
- Electronic records that contain only SSA's response to a query for verification of an SSN **and** the associated SSN whether provided to the EIEP by SSA or a source other than SSA

SSN:

Social Security Number

STC:

A State Transmission/Transfer Component is an organization, which performs as an electronic information conduit or collection point for one or more other entities (also referred to as a hub).

System-generated transaction:

A transaction automatically triggered by an automated system process.

Example: A user enters a client's information including the client's SSN on an input screen and presses the "ENTER" key to acknowledge that input of data is complete. An automated process then matches the SSN against the organization's database and when the systems finds no match, automatically sends an electronic request for verification of the SSN to SSA.

Systems process:

Systems Process refers to a software program module that runs in the background within an automated batch, online, or other process.

Third Party:

Third Party pertains to an entity (person or organization) provided access to SSA-provided information by an EIEP or other SSA business partner for which one or more of the following apply:

- is not stipulated access to SSA-provided information by an information-sharing agreement between an EIEP and SSA
- has no data exchange agreement with SSA
- SSA does not directly authorize access to SSA-provided information

Transaction-driven:

This term pertains to an automatically initiated online query of or request for SSA information by an automated transaction process (e.g., driver license issuance, etc.). The query or request will only occur the automated process meets prescribed conditions.

Uncontrolled transaction:

This term pertains to a transaction that falls outside a permission module. An uncontrolled transaction is not subject to a systematically enforced relationship between an authorized process or application and an existing client record.

8. Regulatory References

- Federal Information Processing Standards (FIPS) Publications
- Federal Information Security Management Act of 2002 (FISMA)
- Homeland Security Presidential Directive (HSPD-12)
- National Institute of Standards and Technology (NIST) Special Publications
- Office of Management and Budget (OMB) Circular A-123, *Management's Responsibility for Internal Control*
- Office of Management and Budget (OMB) Circular A-130, Appendix III, *Management of Federal Information Resources*
- Office of Management and Budget (OMB) Memo M-06-16, *Protection of Sensitive Agency Information, June 23, 2006*
- Office of Management and Budget (OMB) Memo M-07-16, *Memorandum for the Heads of Executive Departments and Agencies May 22, 2007*
- Office of Management and Budget (OMB) Memo M-07-17, *Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007*
- Privacy Act of 1974, as amended

9. Frequently Asked Questions (Click links for answers or additional information)

1. Q: What is a [breach](#) of data?
A: Refer to [Security Breach](#), [Security Incident](#), and [Security Violation](#).
2. Q: What is employee [browsing](#)?
A: Requests for or queries of SSA-provided information for purposes not related to the performance of official job duties
3. Q: Okay, so the EIEP submitted the SDP. Can SSA schedule the Onsite

Review?

A: Refer to [Scheduling the Onsite Review](#).

4. Q: What is a “**Permission Module**?”

A: A utility or subprogram within an application, which automatically enforces the relationship of a request for or query of SSA-provided information to an authorized process or transaction before initiating a transaction. For example, if requests for verification of an SSN for issuance of a driver’s license happens automatically from within a state driver’s license application. The System will not allow a user to request information from SSA unless the EIEP’s client system contains a record of the subject individual’s SSN.

5. Q: What “**Screen Scraping**?”

A: Screen scraping is normally associated with the programmatic collection of visual data from a source. Originally, screen scraping referred to the practice of reading text data from a computer display terminal’s screen. This involves reading the terminal’s memory through its auxiliary port, or by connecting the terminal output port of one computer system to an input port on another. The term screen scraping is synonymous with the term bidirectional exchange of data.

A screen scraper might connect to a legacy system via Telnet, emulate the keystrokes needed to navigate the legacy user interface, process the resulting display output, extract the desired data, and pass it on to a modern system.

More modern screen scraping techniques include capturing the bitmap data from a screen and running it through an optical character reader engine, or in the case of graphical user interface applications, querying the graphical controls by programmatically obtaining references to their underlying programming objects.

6. Q: When does an EIEP have to submit an SDP?

A: Refer to [When the SDP is Required](#).

7. Q: Does an EIEP have to submit an SDP when the agreement is renewed?

A: The EIEP does not have to submit an SDP *because* the agreement between the EIEP and SSA was renewed. There are, however, circumstances that require an EIEP to submit an SDP.

Refer to [When the SDP is Required](#).

8. Q: Is it acceptable to save SSA-provided information with a verified indicator on a (EIEP) workstation if the EIEP uses an encrypted hard drive? If not, what options does the agency have?

A: There is no problem with an EIEP saving SSA-provided information on the encrypted hard drives of computers used to process SSA-provided information if the EIEP retains the information only as provided for in

the EIEP's data-sharing agreement with SSA.
Refer to [Data and Communications Security](#).

9. Q: Does SSA allow EIEPs to use caching of SSA-provided information on the EIEP's workstations?
A: Caching during processing is not a problem. However, SSA-provided information must clear from the cache when the user exits the application. Refer to [Data and Communications Security](#).
10. Q: What does the term "interconnections to other systems" mean?
A: As used in SSA's system security requirements document, the term "interconnections" is the same as the term "connections."
11. Q: Is it acceptable to submit the SDP as a .PDF file?
A: No, it is not. The document must remain editable.
12. Q: Should the EIEP write the SDP from the standpoint of the EIEP SVES (or applicable data element) access itself, or from the standpoint of access to all data provided to the EIEP by SSA?
A: The SDP is to encompass the EIEP's entire electronic access to SSA-provided information as per the electronic data exchange agreement between the EIEP and SSA.
Refer to [Developing the SDP](#).
13. Q: If the EIEP has a "transaction-driven" system, does the EIEP still need a permission module? If employees cannot initiate a query to SSA, why would the EIEP need the permission module?
A: "Transaction driven" means that queries submit requests automatically (and it might depend on the transaction). Depending on the system's design, queries might not be automatic or it may still permit manual transactions. A system may require manual transactions to correct an error. SSA does not prohibit manual transactions if an ATS properly tracks such transactions. If a "transaction-driven" system permits any type of alternate access, it still requires a permission module, even if it restricts users from performing manual transactions. If the system does **not** require the user to be in a particular application and/or the query to be for an existing record in the EIEP's system **before** the system will allow a query to go through to SSA, it would still need a permission module.
14. Q: What is an Onsite Compliance Review?
A: The Onsite Compliance Review is SSA's periodic site visits to its Electronic Information Exchange Partners (EIEP) to certify whether the EIEP's management, operational, and technical security measures for protecting data obtained electronically from SSA continue to conform to the terms of the EIEP's data sharing agreements with SSA and SSA's associated system security requirements and procedures.
Refer to the [Compliance Review Program and Process](#).

15. Q: What are the criteria for performing an Onsite Compliance Review?
A: The following are criteria for performing the Onsite Compliance Review:
- EIEP initiating new access or new access method for obtaining information from SSA
 - EIEP's cyclical review (previous review was performed remotely)
 - EIEP has made significant change(s) in its operating or security platform involving SSA-provided information
 - EIEP experienced a breach of SSA-provided personally identifying information (PII)
 - EIEP has been determined to be high-risk
16. Q: What is a Remote Compliance Review?
A: The Remote Compliance Review is when SSA conducts the meetings remotely (e.g., via conference calls). SSA schedules conference calls with its EIEPs to determine whether the EIEPs technical, managerial, and operational security measures for protecting data obtained electronically from SSA continue to conform to the terms of the EIEP's data sharing agreements with SSA and SSA's associated system security requirements and procedures. Refer to the [Compliance Review Program and Process](#).
17. Q: What are the criteria for performing a Remote Compliance Review?
A: The EIEP must satisfy the following criteria to qualify for a Remote Compliance Review:
- EIEP's cyclical review (SSA's previous review yielded no findings or the EIEP satisfactorily resolved cited findings)
 - EIEP has made no significant change(s) in its operating or security platform involving SSA-provided information
 - EIEP has not experienced a breach of SSA-provided personally identifying information (PII) since its previous compliance review.
 - SSA rates the EIEP as a low-risk agency or state

ATTACHMENT 5

SYSTEM CERTIFICATION REQUIREMENTS FOR THE CMS HUB

Not Applicable

Security Certification Requirements for use of the *SSA Data Set* via the Centers for Medicare & Medicaid Services' (CMS) Hub

The Social Security Administration (SSA) does not allow new data exchange partners to begin receiving data electronically until the Authorized State Agency submits an approved Security Design Plan (SDP). SSA's Office of Information Security (OIS) usually performs an onsite security review to verify and validate that the management, operational, and technical controls conform to the requirements of the signed agreements between SSA and the Authorized State Agency, as well as applicable Federal law and SSA's technical systems security requirements (Attachment 4 to the Information Exchange Agreement (IEA)). As it concerns the use of the *SSA Data Set* via the Hub, OIS will waive the initial SDP/Certification for an existing Authorized State Agency if it meets all the following criteria:

1. The Authorized State Agency already has a functioning CMS-approved Integrated Eligibility Verification System (IEVS).
2. The Authorized State Agency is already receiving data from the Hub to support the Medicaid program and/or the Children's Health Insurance Program (CHIP).
3. The Authorized State Agency will only process requests for the *SSA Data Set* for administration of health or income maintenance programs approved by SSA through the Hub in conjunction with Insurance Affordability Programs eligibility determinations.
4. The Authorized State Agency agrees that the SSA security controls identified in the IEA and Attachment 4 to the IEA will prevail for all SSA data received by the State Agency, including the *SSA Data Set*.
5. The Authorized State Agency agrees that a significant vulnerability or risk in a security control, a data loss, or a security breach may result in a suspension or termination of the *SSA Data Set* through the Hub. In this case, at SSA's request, the Authorized State Agency agrees to immediately cease using the *SSA Data Set* for all SSA authorized health or income maintenance programs until the State Agency sufficiently mitigates or eliminates such risk(s) and/or vulnerabilities to SSA's data.
6. The Authorized State Agency agrees not to process verification requests through the Hub from a standalone application for health or income maintenance program requests that have no connection to Insurance Affordability Programs eligibility determinations.

In the event that an Authorized State Agency decides to implement a new integrated eligibility system or use a different Authorized State Agency to implement the health or income maintenance data exchange process through the Hub, the Authorized State Agency will submit to SSA's OIS an SDP and be approved/certified prior to receipt of the *SSA Data Set* through the Hub. The Authorized State Agency will adhere to the following criteria, in addition to those stated in the IEA, section C, Program Questionnaire:

1. The Authorized State Agency agrees to provide an attestation to SSA that it has received certification through the CMS Hub approval MARS-E process.
2. The Authorized State Agency attests that it operates and has a CMS-approved IEVS and the IEVS initiates the request for the *SSA Data Set* for the State Agency's administration of health or income maintenance programs approved by SSA through the Hub in conjunction with Insurance Affordability Programs eligibility determinations.



3. The Authorized State Agency uses a streamlined multi-benefit application. The Authorized State Agency agrees not to process verification requests through the Hub from a standalone application for health or income maintenance program requests that have no connection to Insurance Affordability Programs eligibility determinations.
4. The Authorized State Agency will not request the *SSA Data Set* through the Hub until it has successfully begun using the Hub for administration of Insurance Affordability Programs eligibility determinations. SSA will begin sending the *SSA Data Set* to the Authorized State Agency after the State Agency verifies that the Hub process works, as required by the CMS Hub approval MARS-E process.
5. The Authorized State Agency agrees to participate in SSA's SDP/Certification process prior to transmitting requests for the *SSA Data Set* through the Hub and to participate in SSA's triennial security compliance reviews on an ongoing basis.
6. The Authorized State Agency agrees that a significant vulnerability or risk in a security control, a data loss, or a security breach may result in a suspension or termination of the *SSA Data Set* through Hub. In this case, at SSA's request, the Authorized State Agency agrees to immediately cease using the *SSA Data Set* for all SSA authorized health or income maintenance programs until the State Agency sufficiently mitigates or eliminates such risk(s) and/or vulnerabilities to SSA's data.



ATTACHMENT 6

**WORKSHEET FOR REPORTING LOSS OR PORTENTIAL LOSS
OF PERSONALLY INDETIFIABLE INFORMATION**

09/27/06

Worksheet for Reporting Loss or Potential Loss of Personally Identifiable Information

1. Information about the individual making the report to the NCSC:

Name:					
Position:					
Deputy Commissioner Level Organization:					
Phone Numbers:					
Work:		Cell:		Home/Other:	
E-mail Address:					
Check one of the following:					
Management Official		Security Officer		Non-Management	

2. Information about the data that was lost/stolen:

Describe what was lost or stolen (e.g., case file, MBR data):

Which element(s) of PII did the data contain?

Name		Bank Account Info	
SSN		Medical/Health Information	
Date of Birth		Benefit Payment Info	
Place of Birth		Mother's Maiden Name	
Address		Other (describe):	

Estimated volume of records involved:

3. How was the data physically stored, packaged and/or contained?

Paper or Electronic? (circle one):

If Electronic, what type of device?

Laptop		Tablet		Backup Tape		Blackberry	
Workstation		Server		CD/DVD		Blackberry Phone #	
Hard Drive		Floppy Disk		USB Drive			
Other (describe):							

09/27/06

Additional Questions if Electronic:

	<u>Yes</u>	<u>No</u>	<u>Not Sure</u>
a. Was the device encrypted?			
b. Was the device password protected?			
c. If a laptop or tablet, was a VPN SmartCard lost?			
Cardholder's Name:			
Cardholder's SSA logon PIN:			
Hardware Make/Model:			
Hardware Serial Number:			

Additional Questions if Paper:

	<u>Yes</u>	<u>No</u>	<u>Not Sure</u>
a. Was the information in a locked briefcase?			
b. Was the information in a locked cabinet or drawer?			
c. Was the information in a locked vehicle trunk?			
d. Was the information redacted?			
e. Other circumstances:			

4. **If the employee/contractor who was in possession of the data or to whom the data was assigned is not the person making the report to the NCSC (as listed in #1), information about this employee/contractor:**

Name:			
Position:			
Deputy Commissioner Level Organization:			
Phone Numbers:			
Work:		Cell:	Home/Other:
E-mail Address:			

5. **Circumstances of the loss:**
- a. When was it lost/stolen?
 - b. Brief description of how the loss/theft occurred:
 - c. When was it reported to SSA management official (date and time)?
6. **Have any other SSA components been contacted? If so, who? (Include deputy commissioner level, agency level, regional/associate level component names)**

09/27/06

7. Which reports have been filed? (include FPS, local police, and SSA reports)

Report Filed	<u>Yes</u>	<u>No</u>	<u>Report Number</u>
Federal Protective Service			
Local Police			
	Yes	No	
SSA-3114 (Incident Alert)			
SSA-342 (Report of Survey)			
Other (describe)			

8. Other pertinent information (include actions under way, as well as any contacts with other agencies, law enforcement or the press):



June 29, 2018

To: CBHDA Members

From: Kirsten Barlow, Executive Director
Thomas Renfree, Deputy Director, Substance Use Disorders

Subject: County mental health plan contract amendments

The purpose of this memo is to inform county behavioral health directors of recent advocacy by the County Behavioral Health Directors Association (CBHDA), the County Counsels' Association of California (CCAC), and the California State Association of Counties (CSAC) regarding county concerns pertaining to mental health plan (MHP) contract amendments from the Department of Health Care Services (DHCS).

Background

In late May 2018, DHCS began sending counties MHP contract amendments on a flow basis and indicated a return date to the Department by June 30, 2018. The amendments include extensive changes to align the contracts with the federal regulatory provisions in the Medicaid Managed Care Final Rule (Final Rule). The Final Rule was promulgated by the Centers for Medicare & Medicaid Services in May 2016. Its provisions have various implementation dates, including many sections that came into effect on July 1, 2017 and others on July 1, 2018.

DHCS provided counties with draft MHP contract amendments in June of 2017. Counties provided input on the substance of the draft contract changes, but were not advised by DHCS that it may take a full year to finalize the contract amendments and that the amendments would be retroactively applied. The MHP contracts currently under review by counties have a five-year contract term dating back to July 1, 2017 through June 30, 2022. Counties' current contracts are amended to have a termination date of June 30, 2017, which is the only change to the current contract.

While county MHPs are required to comply with changes to applicable state and federal laws and regulations during the contract period, DHCS policy guidance has lagged far behind the federal implementation dates. A table outlining federal regulatory implementation dates alongside DHCS guidance is found in Attachment A.

The final notable change to the amended MHP contracts for the term July 1, 2017 to June 30, 2022 is the dollar amount. Existing MHP contracts include an estimate of federal financial participation across all counties. The new MHP contracts include a zero dollar contract amount.

County Concerns Communicated to DHCS

After receipt of the MHP contract amendments, CBHDA members and their county counsels communicated with the Association about various concerns with the contract amendments. Subsequently, CBHDA, CCAC, and CSAC authored a joint letter to DHCS which outlined contract concerns, provided recommended solutions, and included a request to meet with the Department. The three primary county concerns are outlined below along with the outcome of the meeting on June 25th between DHCS, CBHDA, CCAC, CSAC, and several county counsels. The letter to DHCS in its entirety is included in Attachment B.

The first concern raised by counties was the date by which DHCS stated each county must return to DHCS its signed MHP contract. Counties requested the Department honor the 60-day review period for each county MHP, which should begin on the date the contract was received by the county from DHCS. To avoid the expiration of current MHP contracts without new contracts in effect, counties further recommended the Department extend the current contract period through August 2018.

Current status: DHCS indicated flexibility with the June 30th deadline and instructed counties to contact the Department if they are unable to meet that deadline to communicate when the county anticipates the MHP contract will be set for review and approval at the county Board of Supervisors meeting. After further concerns from counties regarding the expiration of the existing contract, CBHDA requested that DHCS provide in writing a 60-day extension of the current MHP contracts through August 31, 2018. CBHDA is awaiting a response from the Department as of June 28, 2018.

The second concern of counties is the MHP contract period, which is retroactive to July 1, 2017. Counties requested the Department adjust the new MHP contract effective date to begin on July 1, 2018. The existing MHP contract includes language articulates counties' responsibility to comply with the Final Rule, making a retroactive contract date unnecessary.

Current status: DHCS stated that the contract effective date must be retroactively dated pursuant CMS requirements to include the Medicaid Managed Care Final Rule regulatory language in the MHP contracts effective July 1, 2017. DHCS indicated there was no flexibility to negotiate changes to the effective date or contract language.

The third concern raised by counties is the zero dollar contract amount. Counties requested DHCS include a summary of reasons for the zero dollar contract change in the MHP contract, Exhibit B "Budget Detail and Payment Provisions." Specifically, counties recommended DHCS note in this section: 1) the reason for transitioning to a zero dollar contract, 2) language that confirms that DHCS will still process and pay claims pursuant to the agreement, 3)

reference to the separate funding vehicles that pay for Medi-Cal specialty mental health services, and 4) the statutory authority for this change.

Current status: DHCS stated that the Department could not make any changes to the current draft MHP contract. However, the Department indicated language describing this change could be considered for future MHP contract amendments.

Next Steps

CBHDA will alert county behavioral health directors of any further communications with DHCS related to the MHP contracts, including whether the Department will extend the current MHP contracts through August 31, 2018, as requested. The Association will reconvene with CCAC and CSAC in the coming weeks to discuss strategies for improving the contract negotiation process with DHCS to promote a more collaborative approach between the state and counties.

We are aware that additional MHP contract amendments are forthcoming. New requirements due to federal parity regulations and new state requirements (e.g., new Pathways to Wellbeing services, EPSDT Performance Outcomes System, Continuum of Care Reform, and AB 1299 Presumptive Transfer) must be added to the MHP contract.

Please do not hesitate to reach out to CBHDA staff, Linnea Koopmans, at (916) 556-3477 x 6018 or lkoopmans@cbhda.org with any questions or concerns.

Sincerely,



Kirsten Barlow
Executive Director, CBHDA



Thomas Renfree
Deputy Director, Substance Use Disorders

cc: Jennifer Henning, County Counsels' Association of California
Farrah McDaid Ting, California State Association of Counties

Medicaid Managed Care Final Rule Implementation & DHCS Published Guidance

Final Rule Issue Area	Final Rule Section(s)	CMS Implementation Date(s)	DHCS Information Notice & Publication Date
Federal Network Adequacy Standards for Mental Health Plans (MHPs)	42 CFR §§438.68, 438.206, 438.207	July 1, 2018	IN 18-011 , Published 2/13/2018
Federal Grievance and Appeal System Requirements with Revised Beneficiary Notice Templates	42 CFR §§438.400 – 424	July 1, 2017	IN 18-010 , Published 3/27/2018
Provider Credentialing and Re-Credentialing for Mental Health Plans (MHPs)	42 CFR §438.214	60 days after CMS publication	IN 18-019 , Published 4/24/2018
Federal Provider Directory Requirements for Mental Health Plans (MHPs)	42 CFR §438.10(h)	July 1, 2017	IN 18-020 , Published 4/24/2018
Screening, Enrollment & Validation of Providers	42 CFR §§438.602, 438.610, and 438.808	Variable (ranges from 60 days after publication to July 1, 2018 for 438.602(b))	Pending
Information Requirements - Beneficiary Handbook	42 CFR §438.10	July 1, 2017	Pending
Information Requirements - Language Assistance Requirements	42 CFR §438.10	July 1, 2017	Pending
Program Integrity - Recoveries of Overpayments	42 CFR §438.608(d)	July 1, 2017	Pending
American Indian Health Facilities	42 CFR §438.14	July 1, 2017	Pending
Certification of Data, Documentation and Information	42 CFR §438.604	July 1, 2017	Pending
Audited Financial Reports	42 CFR §438.3(m)	July 1, 2017	Pending

Note: List of federal regulatory sections applicable to county MHPs is not exhaustive. DHCS guidance pertaining to the Medicaid Managed Care Final Rule may also not be exhaustive. Pending guidance includes Final Rule regulatory sections for which DHCS has indicated Information Notices are under development. Implementation dates from CMS document: [Medicaid and CHIP Managed Care Final Rule \(CMS 2390-F\) Implementation Dates](#). Final Rule published by CMS on May 6, 2016.



June 15, 2018

Brenda Grealish
Acting Deputy Director, Mental Health and Substance Use Disorder Services
California Department of Health Care Services
1501 Capitol Avenue, MS 4000, P.O. Box 997413
Sacramento, CA 95899-7413

Subject: County mental health plan contracts, proposed effective date of July 1, 2017

Dear Ms. Grealish,

The County Behavioral Health Directors Association, the County Counselors' Association, and the California State Association of Counties are writing to the Department of Health Care Services (DHCS) to communicate concerns with the mental health plan (MHP) contract amendments that are currently being reviewed by county behavioral health departments and their counsels. We request the opportunity to discuss and resolve these issues with the Department as soon as possible, given that the existing MHP contracts expire on June 30, 2018. The three primary concerns of counties are the timeline for return of a signed contract to DHCS by June 30, 2018, the retroactive contract date of July 1, 2017, and the zero dollar contract amount.

The first concern raised by counties is the date by which the Department has stated each county must return to DHCS its signed MHP contract. We understand the MHP contracts have been sent to counties by DHCS on a flow basis which began the week of May 21st and as of June 7th, there were some counties that had not yet received their contract. The date DHCS indicates as the deadline for return to the Department is June 30, 2018. This is less than six weeks from the date of the first contracts that were sent to counties, and as few as three weeks for other counties whose contracts were sent by DHCS within the last week.

Upon receipt of the MHP contract amendments, counties must review the contract documents in consultation with their counsel and schedule the contract on the agenda for consideration by their Boards of Supervisors, consistent with local policy for adopting agenda. County Board of Supervisors meetings are also subject to the Brown Act, which requires public noticing and specific timeframes for developing and posting agendas. In some counties, the Board of

ATTACHMENT B

Supervisors will not meet every week in June. For these reasons, it will be impossible for all counties to comply with the June 30th deadline currently imposed by the Department. In addition, the current MHP contract includes a process for contract amendment negotiations which outlines a 60-day review period as referenced below:

“Should either party during the life of this contract desire a change in this contract, such change shall be proposed in writing to the other party. The other party shall acknowledge receipt of the proposal in writing within 10 days and shall have 60 days (or such different period as the parties mutually may set) after receipt of such proposal to review and consider the proposal, to consult and negotiate with the proposing party, and to accept or reject the proposal. Acceptance or rejection may be made orally within the 60-day period, and shall be confirmed in writing within five days thereafter (MHP Contract Boilerplate, Exhibit E, p. 68).”

Recommendation: We request the Department honor the 60-day review period for each county MHP, which should begin on the date the contract was received by the county from DHCS. To avoid the expiration of current MHP contracts without new contracts in effect, we further recommend the Department extend the current contract period through August 2018. This will allow for the 60-day contract amendment review period while still ensuring that an effective contract is in place between DHCS and each county MHP.

The second concern of counties is the MHP contract period, which is retroactive to July 1, 2017. Counties acknowledge that the Medicaid Managed Care Final Rule was promulgated by the Centers for Medicare & Medicaid Services (CMS) on May 6, 2016 with varied implementation dates dependent on the regulatory section. Many of these new provisions have implementation dates of July 1, 2017 or July 1, 2018. County MHPs have been working diligently over the past year to implement and come into compliance with these extensive changes to federal regulation and continue to work toward implementation for sections with an implementation date of July 1, 2018. While counties understand the need to update the MHP contract language to align with the Final Rule requirements, we believe the current MHP contract language, provided below, sufficiently describes counties’ obligation to comply with applicable laws and regulations:

“Contractor agrees to comply with all applicable federal and state law, including the applicable sections of the state plan and waiver, particularly the statutes and regulations incorporated by reference below, in its provision of services as the Mental Health Plan. The Department will notify Contractor of any changes to these statutes and regulations. Contractor agrees to comply with any changes to these statutes and regulations that may occur during the contract period and any new applicable statutes or regulations (MHP Contract Boilerplate, Exhibit E, p. 75).”

ATTACHMENT B

Counties and their contracted services providers have already performed services for FY 17-18 under the MHP in effect for Fiscal Years 2013-2018. After these contracts expire on June 30, 2018, counties would face legal uncertainty in imposing retroactive requirements on their contracted providers to incorporate specific new MHP terms.

Recommendation: We request the Department adjust the new MHP contract effective date to begin on July 1, 2018. As stated above, counties believe the current MHP contract language clearly articulates counties' responsibility to comply with the Final Rule, making a retroactive contract date unnecessary.

The third concern raised by counties is the zero dollar contract amount. The current MHP contracts include a dollar amount which, for the majority of counties, equals a statewide estimated amount of federal financial participation for the contract term. However, the amended MHP contracts from DHCS have changed to zero dollar contracts. The rationale for this change is not evident in the contract language.

Recommendation: We request the Department include a summary of reasons for this change in the MHP contract, Exhibit B "Budget Detail and Payment Provisions." Specifically, we recommend DHCS note in this section: 1) the reason for transitioning to a zero dollar contract, 2) language that confirms that DHCS will still process and pay claims pursuant to the agreement, 3) reference to the separate funding vehicles that pay for SMHS, and 4) the statutory authority for this change. Including this language in the MHP contracts will provide clarity about the process for payment under the contract.

Thank you in advance for your attention to these concerns. We request to meet with the Department as soon as possible to discuss the viability of the county recommendations outlined in this letter.

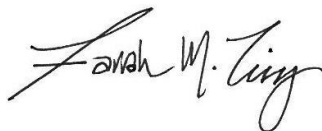
Sincerely,



Kirsten Barlow
Executive Director, CBHDA



Jennifer Henning
Executive Director, CCAC



Farrah McDaid Ting
Legislative Representative, CSAC

cc: Jennifer Kent, Department of Health Care Services
California County Counsels



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 17, 2018

TIME REQUIRED

SUBJECT Board of Supervisors Update
Newsletter - May / June 2018

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Newsletter of County-wide updates.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

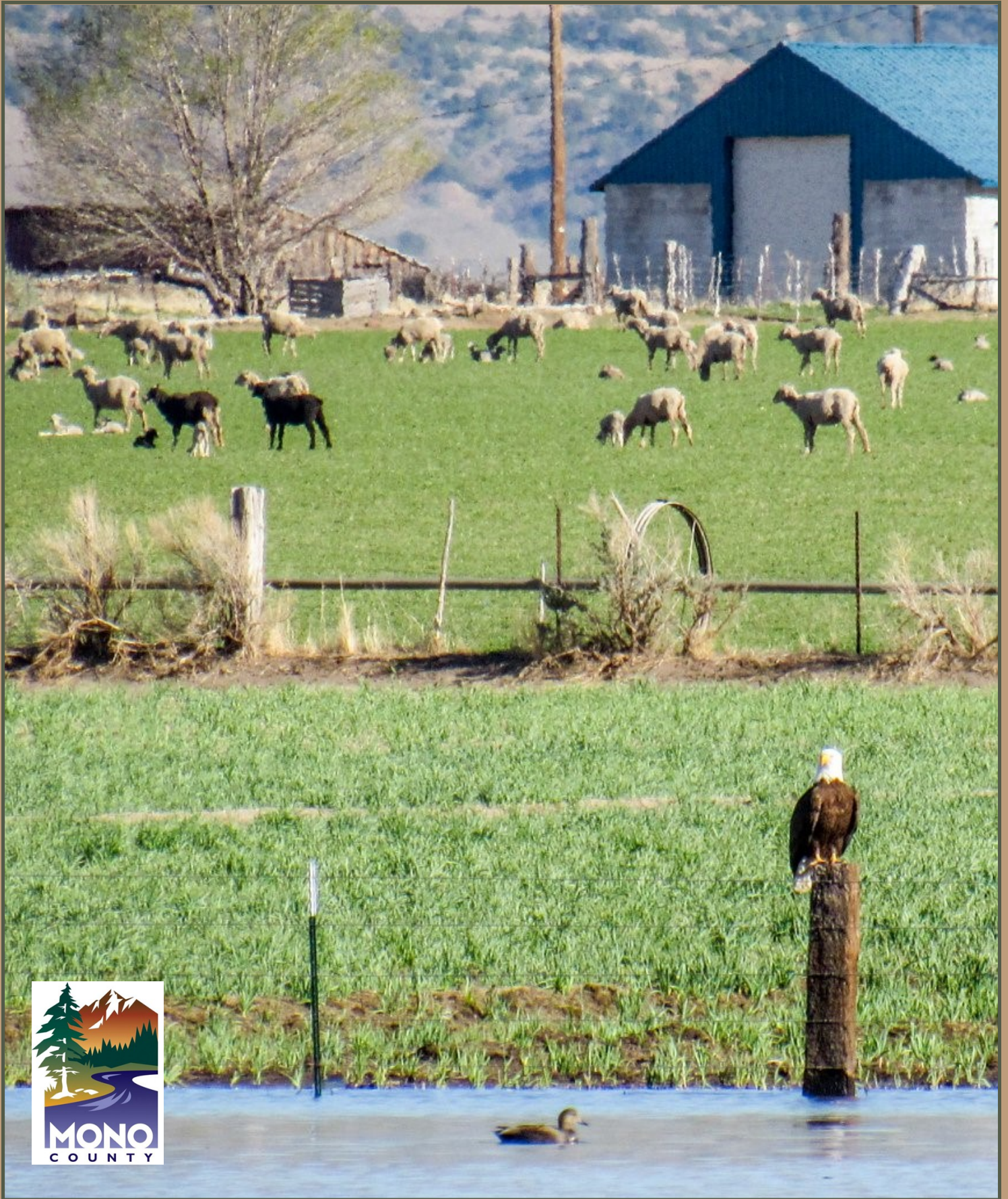
ATTACHMENTS:

Click to download

[BOS Update May / June 2018](#)

History

Time	Who	Approval
7/11/2018 9:05 PM	County Administrative Office	Yes
7/11/2018 1:10 PM	County Counsel	Yes
7/11/2018 6:23 PM	Finance	Yes



BOARD OF SUPERVISORS UPDATE MAY-JUNE 2018

A graphic featuring the text "what's new!" on a bright green background. The words "what's" and "new!" are stacked. "what's" is in a bold, black, sans-serif font, while "new!" is in a white, cursive script font with a black outline. The entire graphic is set within a white oval shape on a green rectangular background.

what's
new!

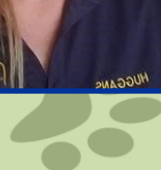
Animal Control hosts
the annual Licensing
& Vaccination
Clinics.....



Above: Angelle Nolan, in true Angelle style, takes a break for a selfie with her crew, Malinda Huggans and Brent Nunn, as they assist the client's humans.



Above: The clients show off their humans; Left: Brent stops for a pic. Below: The Clinic crew is all smiles.

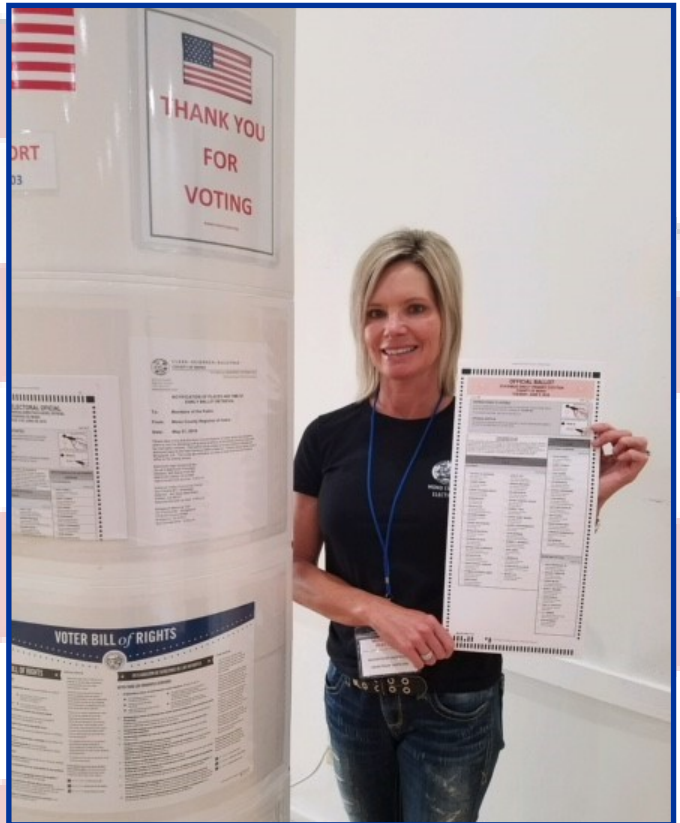


Here's to a Successful Direct Statewide Primary Election!

On June 5, 2018 the Mono County Elections Office conducted the Direct Statewide Primary Election in Mono County. This election, the first run by new Registrar of Voters, **Shannon Kendall**, was exciting because all six polling places got to use brand new equipment. The polling locations in Mono County: Walker, Bridgeport, June Lake, Crowley Lake, Chalfant and Mammoth Lakes appeared to enjoy the new equipment as evidenced by positive feedback on surveys offered to voters upon exiting the polls. This new equipment, which was long overdue, was not only appreciated by voters but by the Election team as well. New scanners are now used in the workroom located at Annex I and they are fast, efficient, user-friendly and easy to use. Overall, the new equipment helped make this Election run smoothly.

There were many people that assisted in making this Election a success. The Elections office consists of:

Shannon Kendall, Registrar of Voters; **Helen Nunn**, Assistant Registrar of Voters, **Scheereen Dedman**, Sr. Deputy Clerk and two temporary election workers: **Renn Nolan** and **Ashley Strain**.



Mono County Registrar of Voters, Shannon Kendall, visited the Bridgeport Polling place on Election Day to cast her ballot and try out the new machines

This cohesive team worked tirelessly for months to ensure a successful Election Day. Additionally, the other two clerks in the office, **Ruth Hansen** and **Debra Vandebroke** (while not as involved in the election process) were very heavily depended upon to keep the front part of the office running at top speed. Without everyone in the office pitching in and doing their duties, it would have been difficult to have the resources necessary to get through the Election. Others who were greatly involved were: **Nate Greenberg**, **Jami Jerrett**, **Eric Bucklin**, **Milan Salva**, **Steve Connett**, **Neil Pieterse** and **Andy Liu** – all with the I.T. Department as well as **Leslie Chapman** (CAO) and her husband **Al Campion** (plus additional family) who assisted with transporting ballots. We were also lucky enough to have two Mono County Sheriff's **Deputies** (**Gillespie** and **Hernandez**) help with the transport as well. Members from the Community Development Department accepted vote-by-mail ballots at their office in Mammoth and **CD Ritter** of that department also offered her services at the polls. The poll workers, inspectors and the coordinators at the polling places were invaluable, very friendly and well trained.

The Mono County Board of Supervisors approved the certification and results of the June 5, 2018 Election on Tuesday, July 3, 2018. The saying that "it takes a village" applies here. It really did take all these people and more. The Elections Office is now looking ahead to the General Election on November 6, 2018. Hard to believe how soon that will be here! In the meantime, the Election Office offers its heartfelt thanks for everyone's support and dedication in helping provide an excellent voting experience to all our voters!

Information Technology

New Staff / Staff Changes in IT

The IT Department will have a new face beginning July 16th. **Eric Miller** (pictured, right) will be joining the GIS team in Mammoth and assisting with the development and maintenance of a variety of transportation and infrastructure related GIS projects. Eric comes to us from the Duluth-Superior Metropolitan Interstate Council where he focused on supporting transportation planning projects for the city of Duluth. (use PSX image).



Starting in July, **Eric Bucklin** will be transitioning from his previous position of Systems Administrator into the new role of Communication Specialist. Eric will be focusing much of his attention on the County's radio system and 'connected devices' that are used in Dispatch and our First-Responder vehicles. This move is part of the County's effort to improve the public safety communication system with the goal of improving emergency operations and response.



Ongoing Radio Work - On the ground and up high

IT Department staff have been hard at work repairing and maintaining the County's radio system over the past month. **Eric Bucklin** has been coordinating annual Preventative Maintenance work for all Sheriff and EMS vehicles to ensure that the radios in our First Responder's vehicles and on their belts work (Use IMG_1962). This is an ongoing process which requires testing and tuning each radio, replacing broken antennas and other parts, and keeping careful inventory of all the work done.



Kirk Hartstrom has been busy working on several of our mountaintop repeater sites already this summer. (Use IMG_7833). Recently **Kirk** and **Nate Greenberg** replaced a fire department antenna at the Casa Diablo site and relocated some equipment which was causing communication difficulties for our Sheriff and fire departments. There is a lot of work that needs to be done at these sites each summer in order to ensure they are working properly come the first snowfall.

New County Phone System coming this Fall!

The IT Department is excited to announce that we will be replacing the three separate phone systems used by the County and Sheriff with a brand new Cisco system. Work will begin in mid July to design and configure the new system for each department, which means that we will be meeting with key personnel within each team to determine exactly how you want this implemented. This is a Unified Communication System meaning that audio, video, and text/chat capabilities are all seamlessly integrated offering staff robust features which can be used in the office or on the go, and are completely integrated with Microsoft Outlook and other everyday business applications we rely on. Stay tuned!



Keep current with technology roll-outs with IT Brown Bags & Tech Tips

If you haven't been following the emails, there has been a lot of new technology rolled out over the past six months. The County is incrementally releasing and implementing Office 365 for the whole organization, and the IT Department is doing their best to keep our users abreast of the new features and changes that are coming with monthly Brown Bag trainings. If you have not been following these trainings or able to attend in person, we encourage you to take a look at our Tech Resources portal (<https://countyofmono1.sharepoint.com/sites/TechResources>) and get caught up on some of the past trainings (if you're time constrained, focus in on the 1st & 3rd trainings).



Mono County Tobacco Control Joins Other Rural Counties for Capitol Information and Education Day May 22, 2018!

This year's Capitol Information and Education Day (I&E Day) was an opportunity for tobacco control advocates throughout California to meet with their legislators. Our purpose was to share information with legislators regarding tobacco's impact on their jurisdictions, emphasizing the tobacco industry's expanding use of flavors to replenish their supply of tobacco users. Each county provided local data and County progress in tobacco control and identified ways legislators can help support healthy communities in their jurisdictions. Below are some of the key messages shared regarding flavored tobacco:

- 80% of youth who ever tried tobacco started with a flavored product
- Flavors, especially candy and fruit flavors, play a large role in influencing tobacco use or experimentation in youth and young adults
- Tobacco products with flavoring that is sweet, smells good, and looks like familiar candy appear less harmful to youth and young adults
- Menthol makes tobacco use easier, more addictive and harder to quit than regular tobacco.



Inyo and Mono Shared Billboard

Like and follow us on
Facebook and Instagram!

@tobaccofreeeasternsierra



Welcome to
Cynthia Garibay,
Social Services' newest
Eligibility Specialist!



Drug Endangered Children

According to the National Center on Addiction and Substance Abuse, substance abuse is directly related to approximately 70% of child abuse and neglect cases. In Mono County, the Department of Social Services (DSS) Child Welfare Services staff is grateful for the collaborative relationships we have with our local law enforcement partners. The coordinated efforts ensure timely, effective interventions when drugs are in the homes of Mono County children.



While social workers are well-trained to identify substance abuse issues and engage with families to mitigate harm to children, often substance abuse issues rise to criminal-level problems. For example, when children are endangered due to exposure to paraphernalia or unsafe activities associated with the manufacturing or sales of drugs, law enforcement intervention is imperative. Law enforcement officers ensure proper searches where drugs are involved and collaborate with social workers to conduct interviews of victims, children and parents. Finally, collaboration with our law enforcement partners maximizes the safety of staff and families when child welfare workers need to enter homes and conduct welfare checks.



Law enforcement and child welfare serve unique functions in the community, but when it comes to protecting children from the harmful impact of drugs, both agencies have common interests. DSS staff want to say “thank you” to our partners at Mono County Sheriff’s, Mammoth Lakes Police Department, and Mono County District Attorney’s offices!

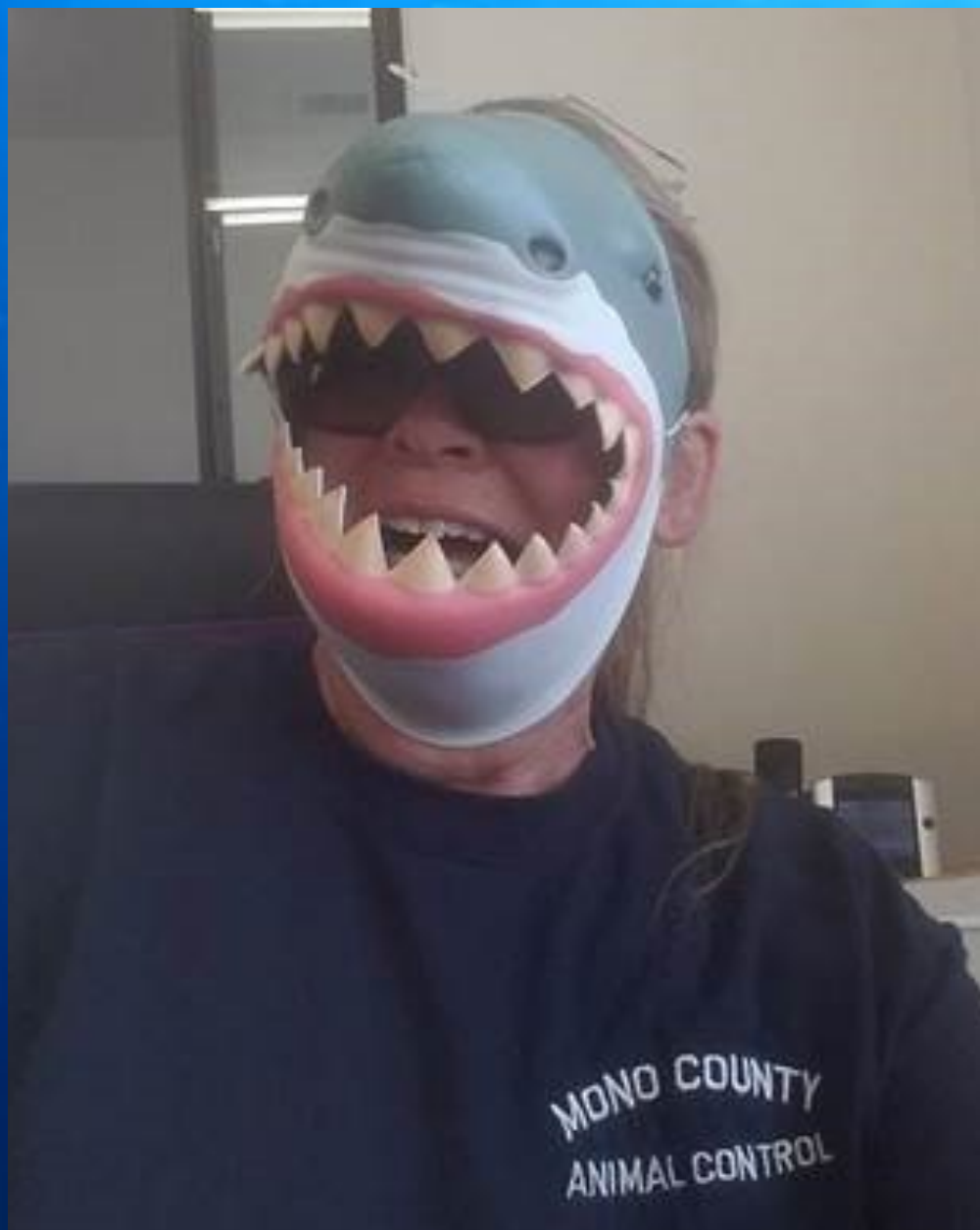
COMING

UP.....



Shark Week!!

Will you dare venture in the water?



begins July 22nd!!

(Our fearless Animal Control Staff bravely masters all in the animal world)



SEPTEMBER 13TH

9AM START TIME

**1ST ANNUAL MONO COUNTY RELAY
& WELLNESS DAY**

The Relay

Choose a team of 5 members and have fun picking a team name. Each team member will have to walk or run a 2-mile leg of a 10-mile relay race around Gull Lake. Teams will be entered to win a raffle at the end of the race.

Training for the Relay

Throughout the months of June, July and August, individuals and teams can take part in the challenges provided or select their own training program or healthy lifestyle choice.

**COME JOIN THE FUN!
ALL ACTIVITY
LEVELS WELCOME**

**A COUNTY WIDE
PICNIC TO FOLLOW**

**2 MILE WALK/RUN
AROUND GULL LAKE**

**CHALLENGE YOUR
TEAM TO DO
SOMETHING FUN!**

**INCENTIVES AND
PRIZES FOR THOSE
WHO PARTICIPATE**

WORKSITE WELLNESS



**Make Your Health a
Priority**

Behavioral Health continues to encourage community!

All Are Welcome!
Food, Fun, Friendship!
Dinner Provided!

Happy 4th of July

Wed., July 18, 2018
5:00pm-7:00pm

Bridgeport July Social

Bridgeport Memorial Hall

Please visit our website:
<http://www.monocounty.ca.gov/behavioral-health>

Event hosted by Mono County Behavioral Health

For more information contact Debra (760) 924-1740



Círculo de Mujeres es un grupo gratuito en español en el cual habrá aprendizaje, amistad, sanación, superación personal y regocijo. Aprenderemos sobre el auto cuidado, el manejo del estrés, auto conocimiento, técnicas y consejos para el diario vivir.

CIRCULO DE MUJERES Y ESPACIO CREATIVO

Todos los jueves de 5:30pm a 7:00pm
En el Centro de Bienestar
(En el Segundo piso de Sierra Center Mall)






Para mayor información comuníquese con Bertha Jimenez o Sofia Flores al 760-924-1740

<https://www.facebook.com/saludmentalmonocounty/>

Este grupo es auspiciado por Proposición 63



Espacio Creativo ofrece un ambiente Seguro para los niños donde podrán aprender por medio del juego y la interacción social. Este grupo es solamente para los hijos/as de las participantes del Círculo de Mujeres.

SUN	MON	TUES	WED	THUR	FRI	SAT
1	2	3	4	5	6	7
<p>DESCRIPTION OF EACH ACTIVITY IS ON THE BACK</p>		<p><u>Yin Yoga Stretch</u> 1:30pm-2:30pm</p> <p>CHL 1-4 pm</p>	<p>Wellness center closed</p> 	<p><u>CHL 1-4 pm</u></p> <p><u>Circulo de Mujeres</u> 5:30pm-7:00pm</p> <p><u>Espacio Creativo</u> 5:30pm-7:00pm</p>	<p><u>Yin Yoga Stretch</u> 1:30pm-2:30pm</p>	
	8	9	10	11	12	13
		<p><u>Yin Yoga Stretch</u> 1:30pm-2:30pm</p> <p>CHL 1-4 pm</p>	<p>CHL 1-4 pm</p> <p><u>Small Steps Big Difference (MCBH office)</u> 5:15pm-6:30pm</p>	<p><u>CHL 1-4 pm</u></p> <p><u>Circulo de Mujeres</u> 5:30pm-7:00pm</p> <p><u>Espacio Creativo</u> 5:30pm-7:00pm</p>	<p><u>Yin Yoga Stretch</u> 1:30pm-2:30pm</p>	
15	16	17	18	19	20	21
		<p><u>Yin Yoga Stretch</u> 1:30pm-2:30pm</p> <p>CHL 1-4 pm</p>	<p>CHL 1-4 pm</p> <p><u>Small Steps Big Difference (MCBH office)</u> 5:15pm-6:30pm</p>	<p><u>CHL 1-4 pm</u></p> <p><u>Circulo de Mujeres</u> 5:30pm-7:00pm</p> <p><u>Espacio Creativo</u> 5:30pm-7:00pm</p>	<p><u>Yin Yoga Stretch</u> 1:30pm-2:30pm</p>	
22	23	24	25	26	27	28
		<p><u>Yin Yoga Stretch</u> 1:30pm-2:30pm</p> <p>CHL 1-4 pm</p>	<p>CHL 1-4 pm</p> <p><u>Small Steps Big Difference (MCBH office)</u> 5:15pm-6:30pm</p>	<p><u>CHL 1-4 pm</u></p> <p><u>Circulo de Mujeres</u> 5:30pm-7:00pm</p> <p><u>Espacio Creativo</u> 5:30pm-7:00pm</p>	<p><u>Yin Yoga Stretch</u> 1:30pm-2:30pm</p>	
29	30	31				
		<p>CHL 1-4 pm</p> <p><u>Yin Yoga Stretch</u> 1:30pm-2:30pm</p>				<p>A service of Mono County Behavioral Health and Proposition 63</p>

Club House Live Summer Program 2018

Club House Live is a free summer program for Middle School & High School students that gives Mono County youth a safe place to socialize, explore the outdoors, and improve leadership skills. Youth will meet at the Sierra Wellness Center before all activities. Permission forms must be signed and turned in prior to the activity. Packets are available at Mono County Behavioral Health. Please refer to the CHL calendar. For questions, please contact Sofia Flores or Andres Villalpando at 760-924-1740

<http://www.monocounty.ca.gov/behavioral-health/page/wellness-centers>
Sierra Wellness Center, 452 Old Mammoth Rd Suite 211, Mammoth Lakes

June 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
				Summer Kick off @ June Lake 1-4 pm		
24	25	26	27	28	29	30
		Explore Mammoth 1-4 pm	Whitmore/ animal Shelter 1-4 pm	Leadership Activity Shady Rest Park 1-4 pm	Benton Social 3:30- 8:30 pm	

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<http://www.monocounty.ca.gov/behavioral-health/page/wellness-centers>
 Sierra Wellness Center, 452 Old Mammoth Rd Suite 211, Mammoth Lakes

July 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
		Explore Mammoth 1-4 pm	NO CHL	June Lake 1-4 pm		
8	9	10	11	12	13	14
		Biking-rentals included 1-4 pm	NO CHL staff training	NO CHL staff training		
15	16	17	18	19	20	21
		Horseback riding 12:30-4:00 pm	Whitmore/ animal Shelter 1-4 pm	June Lake 1-4 pm		
22	23	24	25	26	27	28
		Explore Mammoth 1-4 pm	Climbing day TBD	Climbing day TBD	Benton Social 3:30-8:30 pm	
29	30	31				
		Mammoth Mountain Activities 1-4 pm				

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<http://www.monocounty.ca.gov/behavioral-health/page/wellness-centers>
 Sierra Wellness Center, 452 Old Mammoth Rd Suite 211, Mammoth Lakes

August 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
			Whitmore/ animal Shelter 1-4 pm	June Lake 1-4 pm		
5	6	7	8	9	10	11
		Explore Mammoth- Volunteer with MCPH 1-4	Whitmore/ animal Shelter 1-4 pm	June Lake 1-4 pm		
12	13	14	15	16	17	18
		Explore Mammoth 1-4	Whitmore/ animal Shelter 1-4 pm	End of Summer Event TBD		
19	20	21	22	23	24	25
			First day of school			
26	27	28	29	30	31	
					Benton Social 3:30- 8:30 pm	

If you would like to **become a volunteer for the Northern Mono County Hospice**,
join us for this training:

Volunteer Hospice and Doula Training

July 12-14, 2018, Walker and Bridgeport, California
Presented by International End of Life Doula Association (INELDA)

~ Contact Patti Hamic-Christensen 760/809-1489 for information and to register ~

Schedule

Attend Day 1 to become a General Hospice Volunteer; Attend all three Days to become an End of Life Doula.

Thursday, July 12 Day 1: Hospice Training

8:45 – 9:00 Check-in/get acquainted
9:00 -10:30 Hospice/Palliative Care overview
10:30 – 10:40 Break
10:40 – 12:30 Personal Death Awareness
12:30 – 1:30 lunch
1:30 – 3:30 Grief Walker/Being Mortal
3:30 – 3:45 Break
3:45 – 5:45 Communication/Role of a Volunteer

Friday, July 13 Day 2: Doula Training

9:00 –12:00 (with 1 break)
12:00 -12:30 Lunch
1:00 -5:30 Training continued

Saturday, July 14 Day 3: Doula Training

9:00 – 12:00 (with 1 break)
12:00 -12:30 Lunch
1:00 - 5:30 Training continued

International End of Life Doula Association (INELDA) is a nonprofit organization dedicated to bringing deeper meaning and greater comfort to dying people and loved ones in the last days of life.

Kris Kington-Barker, Instructor



Kris Kington-Barker has been the Executive Director for Hospice of San Luis Obispo (SLO) County in California since 2010. She was drawn to the work of INELDA when seeking a way for Hospice SLO to more fully embrace the spiritual, social, and emotional aspects of end of life care. In 2015, she brought INELDA to Hospice SLO for the first of a series of doula trainings offered to staff and volunteers. Kris has been a lead doula since then. She received her INELDA doula certification in early 2017 and then became an INELDA trainer.

Prior to her work at Hospice SLO, Kris worked in the fields of mental health, rural clinic education, and acute care hospital planning, development, operations and administration. She is currently a board member for INELDA; Health Commissioner for the SLO County Health Commission; a certified Conscious Aging facilitator through the Institute of Noetic Sciences, and a POLST and Advanced Healthcare facilitator/trainer through the California Coalition for Compassionate Care. Kris also hosts Central Coast Voices, a weekly talk show addressing community issues, which airs on KCBX-FM Public Radio.

Kris's work in hospice, and as a doula, has allowed her to align the skills learned throughout her career with her heart's work. She seeks to inspire and mentor communities and individuals to hold dying and death with as much reverence as we do the beginning of life.

~ Brought to you by a partnership between INELDA and Northern Mono County Hospice, P.O. Box 274, Coleville CA ~



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 17, 2018

TIME REQUIRED

SUBJECT Agricultural Commissioner's Office
Department Update July 2018

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

July 2018 department update from the Counties of Inyo and Mono Agricultural Commissioner's Office.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Ag Commissioner's Department Update July 2018

History

Time	Who	Approval
7/11/2018 8:37 PM	County Administrative Office	Yes
7/11/2018 4:38 PM	County Counsel	Yes
7/11/2018 6:23 PM	Finance	Yes



COUNTIES OF INYO AND MONO



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

DEPARTMENT REPORT

July 2018

Agriculture

Our department recently completed an update to the statewide weed free forage list on behalf of the California Agricultural Commissioner and Sealer's Association. Revision of this list had not occurred since 2015, and it was in the best interest of our area growers to have this list updated since we now have NAISMA compliant hay in our area. Hopefully this new program will help add value to our local crops. With the certifications that will occur this month, Inyo & Mono Counties will have three of the four NAISMA certified growers in all of California.. This list will be sent to the California Department of Food and Agriculture, US Forest Service Regions 4 and 5, the National Parks Service, and CalTrans.

Discussion continues regarding disbursement of SB1 funds to local agricultural commissioner's offices. There is \$17 million that was collected in FY 17/18 that has not yet been sent to counties due to concerns over repeal and the potential that those funds would have to be refunded. With monies already being spent throughout California on road projects from SB1 proceeds, CDFA is considering going ahead with disbursement within the next several months. If the SB1 repeal does not happen, Inyo and Mono Counties may see up to 30% more gas tax revenue in coming years.

The 2018 Farm Bill has [passed](#) the House and Senate, and is headed to conference committee. There are a number of provisions carried over in the new Farm Bill that benefit our local producers and our office. In addition, there are some new provisions that may help our area producers such as a requirement for NRCS' EQIP program that 50% of funds be used in livestock and grazing programs. We will continue to monitor The Farm bill for opportunities as it moves forward.

Weights and Measures

Staff has been working on the annual certification of scales throughout the two counties recently. A new livestock scale has recently been installed in Bridgeport , and we will be traveling to that area in July to check the new scale and several other Bridgeport livestock scales.

We are also exploring the potential to obtain funding to install a water meter testing bench in our lab. As more requirements for metering water come into place over the next several years, we may see more submetering applications such as apartment complexes pop up that may require testing. Currently, we do not have the equipment to test water meters and are forced to send them to San Bernardino for testing.



The Agriculture, Weights & Measures, Mosquito Abatement, Weed Program, and Cannabis Office staff numbers double during the summer

Mosquito Abatement

Mosquito control operations are now in full force, with larviciding operations occurring on a regular basis. Crews have conducted several treatments in preparation of outdoor events as well. We continue to issue [weekly reports](#) on mosquito conditions throughout the OVMAP and MLMAD regions.

Speaking of MLMAD, the district recently filled its vacant board positions and held its first meeting in several years. During this meeting, a new five year contract with OVMAP was approved. This contract was subsequently approved by the Inyo County Board of Supervisors, so OVMAP will continue to provide mosquito control in the Mammoth Lakes area. This was very exciting news because the original contract was set to expire August 6, and without a governing board, there was no authority to continue the contract after that date. OVMAP looks forward to our continued relationship with MLMAD.



Mosquito "dipper" full of larvae

A virus spread by mosquitoes that had not previously been seen in humans was observed in a patient in Florida recently. The [Keystone virus](#) had only been observed in wildlife in the past, manifested itself as a rash and fever in the human patient. To add to that bit of scary news, a recent study found that certain mosquitoes that are native to California [can transmit](#) the Zika virus. We have several species of Aedes mosquitoes in our area, some of which were confirmed in this study to have the ability to spread Zika. Be sure to wear your repellent!

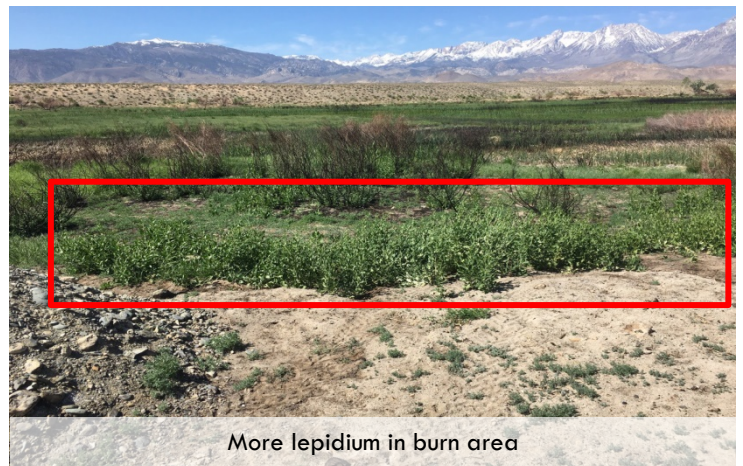
Invasive Plant Management Program

Crews continue to work tirelessly on the Wildlife Conservation Board Grant project area near Pleasant Valley. Success of this project is threatened by flooding during 2017 runoff and the recent fire in the area.

Welcome to our newest Invasive Plant Management Program seasonal staff member, Alan Dominguez!



Lepidium invasion in recovering burn area at Pleasant Valley



More lepidium in burn area

Inyo County Commercial Cannabis Permit Office

It appears that, following the application window close date last month, we have 35 applications to review. Some applications are quite extensive and several are more than 400 pages long. The time consuming review process is in full swing, with applications being checked against zoning and then routed to several other departments for scoring. As information comes in from the other reviewing departments, scores are combined and sent to the task force for scoring review. We will then send letters to applicants requesting missing information if applicable to see if they move on to the next round. So far, no applications have been deemed complete.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 17, 2018

Departments: Information Technology

TIME REQUIRED 15 minutes (5 minute presentation;
10 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD** Nate Greenberg

SUBJECT New Phone System

AGENDA DESCRIPTION:

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

Mono County has a need to replace three separate aging telephone systems which have all reached 'end-of-life'. Through an open and competitive process, Mono County Information Technology selected Zones, Inc. to design and deliver a Cisco Unified Communications System for the organization. This will deliver new phones and necessary supporting infrastructure to all County facilities and provide staff with a modern and streamlined communication system to perform their daily operations.

RECOMMENDED ACTION:

1. Approve, and authorize the County Administrative Officer to sign, a Master Product and Services Agreement with Zones, Inc. for the delivery of a new Cisco Unified Communications System. 2. Approve, and authorize the County Administrative Officer to sign, a five-year lease-purchase agreement with De Lage Landen Public Finance LLC, for the System and maintenance services. 3. Approve, and authorize the County Administrative Officer to sign, Scope of Work letter and Purchase Order for the equipment, licenses and services.

FISCAL IMPACT:

The total five-year project cost is \$279,761.55, with five (5) annual payments of \$55,952.31. The purchase price of the equipment is \$189,810. Maintenance contract is \$89,952 (for 5 years). Interest costs are \$0.

CONTACT NAME: Nate Greenberg

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Master Purchase Agreement](#)

[Statement of Work](#)

[Purchase Order](#)

[Finance Agreement](#)

History

Time	Who	Approval
7/5/2018 3:24 PM	County Administrative Office	Yes
7/11/2018 1:10 PM	County Counsel	Yes
7/3/2018 5:56 PM	Finance	Yes



**INFORMATION TECHNOLOGY
COUNTY OF MONO**

PO Box 7657 | 437 OLD MAMMOTH ROAD, STE. 228 MAMMOTH LAKES, CA 93546
(760) 924-1819 • FAX (760) 924-1697 • ngreenberg@mono.ca.gov

Nate Greenberg
Information Technology Director

July 10, 2018

To Honorable Board of Supervisors
From Nate Greenberg, Information Technology Director
Subject Cisco Unified Communications (Phone) System

Recommendation

1. Authorize the County Administrative Officer to sign a Master Product and Services Agreement with Zones, Inc. for the delivery of a new Cisco Unified Communications System.
2. Authorize the County Administrative Officer to sign a five-year lease-purchase agreement with De Lage Landen Public Finance LLC, to finance the System.
3. Approve, and authorize the County Administrative Officer to sign, a Purchase Order for the equipment, licenses and services.

Discussion

Mono County currently has three separate phone systems – two which serve the majority of staff, and a third which serves the Sheriff’s Department. The oldest of these systems are 16y and 22y of age, respectively. The newest system is approximately five years old and was intended to serve as the replacement for the older systems when it was initially purchased. Unfortunately, this system was discontinued by the manufacturer two years ago, and as a result, all three systems have reached the end of their meaningful life.

Early in 2018, the Mono County Board of Supervisors allocated \$180,000 and authorized the Information Technology (IT) Department to seek out a replacement for the three separate systems. The primary objectives were to find a Unified Communications System which would integrate with our existing environment, provide a hardened and resilient solution which leverages Digital 395, and offer staff streamlined communications both in and out of the office for County personnel.

The IT Department released a Request for Proposals on April 3, 2018. Eleven separate companies responded to the request offering a wide variety of approaches and solutions. Four companies were brought on-site to deliver demonstrations to County staff before a final decision was made on May 11, 2018.

The chosen solution is a Cisco Unified Communications System (UCS C240 m5) which will be designed and delivered by Zones, Inc. Cisco is an industry leader who specializes in communications and networking equipment, some of which is already implemented in the County. Zones is a Washington based Value Added Reseller (VAR) who handles deployments of technology solutions, including Cisco.

Fiscal Impact

The total five-year project cost is \$277,042.40, which is laid out below:

Category	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Hardware	\$28,407.38	\$28,407.38	\$28,407.38	\$28,407.38	\$28,407.38	\$142,036.92
Tax	\$1,509.68	\$1,509.68	\$1,509.68	\$1,509.68	\$1,509.68	\$7,548.42
Maintenance (Cisco SmartNet)	\$17,990.31	\$17,990.31	\$17,990.31	\$17,990.31	\$17,990.31	\$89,951.55
TOTAL	\$47,907.38	\$47,907.38	\$47,907.38	\$47,907.38	\$47,907.38	\$239,536.87
Zones Services	\$37,505.53					
TOTAL	\$85,412.91					\$277,042.40

The total cost of hardware, tax, and implementation services for the system is \$187,090.87. It is recognized that this exceeds the \$180,000 that was allocated by the Board for this effort. However, Cisco Capital is providing 0% financing for the hardware and maintenance costs associated with this project with five annual payments of \$47,907.38. In Year 1, the County will also pay \$37,505.53 to Zones, Inc. to cover the cost of implementing the phone system for a total of \$85,412.91.

Included the annual payment is a maintenance cost of \$17,990.31, which is based on purchasing five years of service. By purchasing five years of maintenance (rather than one year at a time) the County is saving approximately \$10,000 each year – or \$50,000 total over the five year total. It should be noted that the maintenance agreement for our existing phone system runs approximately \$19,000 annually and is in the IT Department budget currently.

To secure the money needed to cover annual payments, the Finance Director would transfer the \$180,000 allocated into the Infrastructure Replacement ISF (Fund 653). This would be supplemented each year by the budget allocation for maintenance of the existing phone system, and a small incremental amount to cover the \$7,090.87 difference in the final lease payment in Year 5. The County will own the system at the end of five years so long as each annual lease payment is made.

The primary justification for the cost-overrun is the purchase of additional pieces of network equipment as part of this project. The IT Department had previously identified the need to replace several network devices throughout the County in the coming years. Cisco is offering a significant price break on their hardware as part of this project (a roughly 65% discount – 30% beyond what is typically offered under CMAS contract pricing). By making those purchases now under the discount offered, the County stands to save a considerable amount of money and implement this system in a more cohesive manner.

Finally, it is worth noting that by replacing the Sheriff's phone system, migrating them to Voice Over Internet Protocol (VoIP) and modern phone trunks, and consolidating the support/maintenance for the systems, the County will save approximately \$35,000 each year. As a result, the County should realize a Return on Investment for the system itself in a little less than six years.

Strategic Plan Alignment

Mono County Strategic Priorities

- 1A** Improve Emergency Operations & Response
- 1E** Infrastructure
- 3D** Fiscal Resiliency

IT Strategic Initiatives

- I. Business Operations and Efficiency
- II. Communications, Broadband, and Accessibility
- III. Infrastructure Resiliency and Security

MASTER PRODUCT AND SERVICES SALES AGREEMENT

This MASTER PRODUCT AND SERVICES SALES AGREEMENT (“**Agreement**”) by and between Zones, Inc. (“**Seller**”) and Mono County (“**Customer**”) is effective as of _____ (“**Effective Date**”).

1. GENERAL DEFINITIONS.

1.1. “**Confidential Information**” means information that is owned or possessed by a Party, its Affiliates or its or their Personnel, that either is marked as “confidential” or “proprietary” or otherwise due to its nature reasonably would be deemed to be confidential, and that is disclosed or accessed pursuant to this Agreement.

1.2. “**Implementation Period**” means the initial period of time commencing upon execution of this Agreement and ending when Customer provides a written notice of acceptance to Seller in response to Seller’s notification under paragraph 3.3 that the Services implementation is substantially complete.

1.3. “**Party**” means Seller or Customer, and “**Parties**” means Seller and Customer.

1.4. “**Personnel**” means owners, directors, officers, employees, agents or contractors of a Party.

1.5. “**Purchase Order**” or “**PO**” means a written order for Sales Offerings submitted by Customer to Seller either in hard copy or electronic form in accordance with the terms of this Agreement.

1.6. “**Sales Offering**” means Product, Product Support, or Service (as defined herein).

2. PRODUCTS AND PRODUCT SUPPORT SALES.

2.1. **Product Purchasing.** Customer shall be entitled to purchase hardware, software, and other items that are commercially available in Seller’s catalog (each a “**Product**”) and warranties, maintenance and other Product support services that are resold by Seller, that are performed by a third party, and for which Customer contracts separately with such third party (“**Product Support**”) according to the terms and conditions set forth in this Agreement.

2.2. **Product Quotes.** Seller may from time to time provide quotes to Customer, orally or in writing, specifying quantities and the corresponding prices for identified Products or Product Support in accordance with this Agreement (“**Quote**”). Any Quote is presented for reference purposes only and shall not be deemed to be an offer.

2.3. **Product Pricing.** Any pricing is subject to change, except pricing that appears in a Purchase Order accepted by Seller (“**Confirmed Pricing**”). Other than with respect to Confirmed Pricing, Seller reserves the right to make adjustments to pricing, Products and Product Support for reasons including, but not limited to, changing market conditions, manufacturer price changes, errors in advertisements or Quotes, or Product unavailability or discontinuation.

2.4. **Products POs.** Customer makes offers to purchase Products or Product Support hereunder by submitting a Purchase Order to Seller. Customer also may request Products or Product Support via telephone; provided that Customer confirms its offer promptly thereafter by submitting a Purchase Order to Seller. Seller agrees to fill any Purchase Order upon Seller’s written acceptance of such Purchase Order; provided that any such acceptance by Seller is subject to Product availability. Each Purchase Order shall specify, as applicable, the quantities and prices for Product or Product Support specified on Seller’s Quote, along with destination, preferred delivery date and any non-standard shipping instructions. Nothing stated in Customer’s Purchase Order or other forms shall in any way be deemed to modify or amend the terms and conditions of this Agreement. Any terms or conditions attached to or set forth or referenced in any Purchase Order shall be of no force or effect. The applicable terms and conditions of this Agreement continue to apply to any PO that has been submitted by Customer prior to the expiration or termination of this Agreement.

2.5. **Product Delivery.** Seller shall use commercially reasonable efforts to meet any requested delivery dates, but shall not be liable for any delay or inability to ship Products due to Product unavailability or manufacturer delays.

2.6. **Product Title.** Title to Products and risk of Product loss or damage pass to Customer upon delivery to Customer (F.O.B. destination with freight prepaid and added); provided that if Customer specifies its own carrier account number or requires shipment via a nonstandard (for Seller) carrier, title to Products and risk of Product loss or damage pass to Customer upon delivery to the carrier (F.O.B. origin, freight collect). Notwithstanding the foregoing, title to software Products manufactured by a third party shall at all times remain with such third party, and Customer’s rights to any such software Products shall be as specified in the applicable software license agreement between Customer and such third party.

2.7. **Product Invoicing.** Seller will invoice Customer for Products at the time of shipment and for Product Support at the time of purchase. Customer further grants to Seller a security interest in the Products to secure payment in full and authorizes Seller to file a financing statement reflecting such security interest.

2.8. **Product Warranties.** Notwithstanding anything to the contrary set forth herein or in any separate communication, the sole warranty received by Customer with respect to any Products and Product Support provided by any third Party Product Support provider is the warranty, if any, conveyed directly from, respectively, the Product manufacturer or the Support provider. Seller, acting solely as a reseller of Products and a sales agent for Product Support, makes no independent warranty related to the Products or third-party Product Support. Customer acknowledges that in purchasing

the Products or third-party Product Support, Customer relies solely on the applicable manufacturer specifications, not on any communications from Seller, Seller's Affiliates or its or their Personnel, including without limitation statements, specifications, photographs or other illustrations representing the Products or third-party Product Support.

2.9. Product Returns. Any Product returns will be in accordance with Seller's Return Policy, which can be found at the following website: <http://www.zones.com/ReturnPolicy>.

2.10. Export Law Compliance. Customer agrees to comply with U.S. export laws, including without limitation U.S. Export Administration Regulations. Customer acknowledges that manufacturer warranties may vary or be nullified for Products exported from the United States.

3. SERVICES SALES.

3.1. Services Purchasing. Customer shall be entitled to purchase consulting and other services performed by Seller or Seller's subcontractors (each a "Service"), according to the terms and conditions set forth generally in this Agreement and specifically in a "Statement of Work" or "SOW" (meaning a written and executed contract that is between Seller or Seller's Affiliate and Customer or Customer's Affiliate, that specifies the terms and conditions under which one of the former will provide Services to one of the latter, that is incorporated into this Agreement, and that substantially takes the form of Exhibit A, which is incorporated herein).

3.2. Services POs. Any PO issued for Services is intended for administrative purposes only.

3.3. Services Acceptance. Seller may provide to Customer from time to time and/or upon completion of the Services notification that certain among the Services and/or Work Product are substantially complete. Upon receiving such notification, Customer has five (5) "Business Days" (meaning Monday through Friday, excluding Holidays) to evaluate such Services and/or Work Product and to indicate either its rejection or its acceptance of them ("Acceptance Period"), as follows: (i) Customer has the right to reject such Services and/or Work Product by submitting to Seller during the Acceptance Period a written document detailing with specificity each reason the Services and/or Work Product are being rejected ("Rejection"); and (ii) Customer's acceptance of such Services and/or Work Product is established either by its submission to Seller of a written and signed document on Seller's template, confirming its acceptance or by its failure to reject such Services and/or Work Product prior to the expiration of the Acceptance Period (each, "Acceptance"). Seller shall have up to ten (10) Business Days after its receipt of a Rejection ("Correction Period") to correct the rejected Services and/or Work Product and to provide notification that such Services and/or Work Product are again complete, thereby initiating a new Acceptance Period. The Correction Period may be extended by the Parties' mutual consent.

3.4. Services Invoicing. Except as otherwise expressly specified in the applicable SOW, Seller will invoice Customer for Services at the end of each calendar month for the Services performed during such calendar month. Seller has the right to suspend Services during any Payment Delinquency (as defined herein), and any schedule will be deemed extended for the duration of such Payment Delinquency.

3.5. Services Warranty. Seller warrants that the Services will be performed and the Work Product will be prepared by qualified Personnel in a professional and workmanlike manner consistent with good practices in the information technology services industry. Customer's sole and exclusive remedy with respect to this warranty is for Seller, at Seller's sole option, either: (a) as applicable, to perform again any substantially failed Service or prepare again any substantially failed Work Product; or (b) to a refund of the amount paid, as applicable, for any substantially failed Service or any substantially failed Work Product; provided that Customer informs Seller in writing of any such substantial failure within five (5) business days after performance of such Service or delivery of such Work Product, and provided that the warranty with respect to any Work Product is voided if: (i) such Work Product is used in conjunction with any hardware configuration, operating environment or computer program other than one expressly specified in the applicable SOW; (ii) any portion of the Work Product is modified by anyone other than Seller or a party acting under Seller's direction; or (iii) the failure of the Work Product is due to any bugs, defects, problems or failures of hardware caused by the negligence or user error of Customer or any third party. If Seller's re-performance of any substantially failed Service or re-preparation of any substantially failed Work Product under (a) above, fails to remedy the defect, then within five (5) calendar days of its completion, Customer shall notify Seller in writing and Seller shall refund the amount paid as provided in (b) above.

3.6. Services Warranty Disclaimer. SELLER DISCLAIMS ALL WARRANTIES: (A) THAT THE WORK PRODUCT WILL FUNCTION OTHER THAN AS SET FORTH IN WRITING BY SELLER; AND (B) THAT THE OPERATION OF THE WORK PRODUCT WILL BE INTERRUPTION- OR ERROR-FREE IN ALL CIRCUMSTANCES.

3.7. Responsibility for Data. SELLER SHALL HAVE NO RESPONSIBILITY FOR CUSTOMER'S DATA, AND CUSTOMER ACKNOWLEDGES AND AGREES THAT AT ALL TIMES DURING PERFORMANCE HEREUNDER CUSTOMER IS AND SHALL REMAIN RESPONSIBLE FOR RISK TO ITS DATA ARISING FROM, AND FOR DAILY BACK-UP AND PROTECTION OF ITS DATA, SOFTWARE AND IMAGES AGAINST, LOSS, DAMAGE, CORRUPTION OR DESTRUCTION.

3.8. License to Work Product. As between the Parties, Seller owns all rights, including without limitation all associated intellectual property rights, in the "Work Product" (meaning all deliverables, documents or other tangible items,

including any inventions, innovations, improvements, other works of authorship, and other derivative works that arise therefrom and intellectual property therein or related thereto, conceived, developed or provided by Seller in the course or as a result of performing the Services, including from time to time third party intellectual property, regardless of whether they are eligible for patent, copyright, trademark, trade secret, or other legal protection). Nothing in this Agreement is intended to grant or transfer any ownership interest in the Work Product. Customer obtains under this Agreement and the applicable SOW, upon payment in full, a non-exclusive, non-transferable, perpetual, royalty-free, license to use the Work Product for Customer's internal purposes only.

3.9. Non-Solicitation. During the term of any SOW and for one (1) year thereafter, each Party and its Affiliates may not directly or indirectly solicit for employment, offer employment to, employ or engage as a consultant any individual who either is then employed or was employed within the preceding three (3) months by the other Party or any of the other Party's Affiliates ("**Employing Entity**") and who was in any way engaged in or involved with the provision of Services under such SOW unless and until such Party pays to the Employing Entity as liquidated damages and not as a penalty, an amount equal to the aggregate salary and wages (including bonus) paid by the Employing Entity to such individual during the six (6) months immediately preceding the date such individual is employed or engaged by such Party; provided that if such individual at the time he or she first discusses such employment or engagement with such Party is subject to or bound by any written employment agreement or non-competition covenant with the Employing Entity, this provision shall not authorize such Party to employ or engage such individual in violation of any such employment agreement or non-competition covenant or limit such Party's liability for damages in the event that such Party employs or engages such individual in violation thereof. Notwithstanding the foregoing, this provision shall not prohibit either Party from hiring any individual who initiates contact with such Party or who responds to a general, non-targeted solicitation, such as a job posting in a mass publication or on a website.

3.10. Conflict and Termination. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any SOW, the terms and conditions of this Agreement shall control; provided that a SOW provision that expressly states that it is intended to supersede a specified provision of this Agreement shall supersede with respect to such SOW. The applicable terms and conditions of this Agreement continue to apply to any SOW that has been executed by the Parties prior to the expiration or termination of this Agreement.

4. PAYMENT.

4.1. Payment. Customer will pay in full the amount specified as due on each invoice within thirty (30) calendar days from the date of issuance of such invoice ("**Payment Timing**"). The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed the total of those amounts set forth in each individual Scope of Work Letter ("**Contract Limit**").

4.2. No Additional Consideration. Except as expressly provided in this Agreement, Seller shall not be entitled to, nor receive, from Customer, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Seller 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.

4.3. Federal and State Taxes.

4.3.1. Except as provided in subparagraph 4.6.2 below, Customer will not withhold any federal or state income taxes or social security from any payments made by Customer to Seller under the terms and conditions of this Agreement.

4.3.2. Customer 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 Seller under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

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

4.3.4. The total amounts paid by Customer to Seller, 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.

4.4. Credits. Any credit that is issued to Customer for any reason and that is not used by Customer to purchase Sales Offerings within a period of two (2) years measured from the date of issuance shall expire.

5. CONFIDENTIALITY.

5.1. Purpose of Disclosure. Each Party (“**Discloser**”) may disclose certain of its Confidential Information to the other Party (“**Receiver**”), and Receiver agrees that it will only use Discloser’s Confidential Information for the purposes contemplated hereunder.

5.2. Non-Confidential Information. No information disclosed hereunder will be considered Confidential Information to the extent such information: (a) is in the public domain through no fault of a receiving Party; (b) was in the possession of the receiving Party prior to such disclosure; (c) was independently developed by the receiving Party’s Personnel with no prior access to such information; or (d) was rightfully received by a Party from a third party without breach of any obligation of confidence.

5.3. Receiver Disclosures Permitted. Each party, as Receiver, further agrees that it will only disclose Discloser’s Confidential Information to Receiver’s Personnel or financial, legal or business advisors who are themselves bound to obligations of confidentiality substantially consistent with those specified herein; provided that if Receiver is compelled to disclose Discloser’s Confidential Information by law, rule, regulation or judicial, regulatory or other governmental authority, Receiver will provide Discloser with prompt Notice of any such compulsion, will provide the maximum allowable opportunity for Discloser to seek a protective order or measure to bar such disclosure, will disclose only the Confidential Information that is required to be disclosed, and will make reasonable efforts to ensure that such disclosed Confidential Information is protected to the extent possible under the circumstances.

5.4. Period of Confidentiality. Each party, as Receiver, agrees: (i) that, for a period of three (3) years from the date of any disclosure of Discloser’s Confidential Information, it will maintain the confidentiality of such Confidential Information in a manner that is at least as protective as Receiver maintains its own confidential information, and that in no event will be inconsistent with a standard of reasonable care; and (ii) that, upon Discloser’s request, it will return or destroy any extant Confidential Information disclosed by Discloser.

5.5. Injunctive Relief. In the event of Receiver’s breach of this Agreement, Discloser may suffer irreparable harm and have no adequate remedy at law. In such event, or when encountering risk of such event, Discloser shall be entitled, in addition to any and all other remedies, to injunctive relief, to specific performance, and to other equitable remedies without the need to prove monetary damages or the inadequacy of other remedies.

5.6. California Public Records Act. Notwithstanding anything to the contrary in the Agreement, Customer shall not be liable for any disclosure that is required by the California Public Records Act (the “**Act**”), as determined in the sole discretion of Customer. In the event that Customer receives a request for Confidential Information of Seller which Customer determines requires disclosure under the Act, it shall provide notice to Seller of such request and Seller shall have ten calendar days to file for injunctive relief in Mono County Superior Court to prevent such disclosure. If injunctive relief is not provided, Customer shall provide the information.

6. GENERAL INDEMNIFICATION

Seller (“**Indemnifying Party**”) shall defend and hold harmless Customer and Customer’s officers, directors and employees (each, an “**Indemnified Party**”) from and against any claims, demands, actions, lawsuits, or proceedings asserted or made by a third party against the Indemnified Party (each, a “**Claim**”), alleging loss, damage, cost, or expense, including reasonable attorneys’ fees, due to the death of, or physical injury to, a person or damage to property caused by the gross negligence or willful misconduct of the Indemnifying Party during performance hereunder. Claims do not include any damages or liability that are otherwise excluded from this Agreement or that arise from the Product(s) or software or from the data processed thereby. The obligation of the Indemnifying Party under this Section is contingent upon the Indemnified Party providing the Indemnifying Party with: (i) sole authority in any defense or settlement of the Claim; (ii) all reasonable assistance, at the Indemnifying Party’s expense, in any such defense; and (iii) prompt written notice of and description of such Claim; provided, however, that the Indemnified Party’s failure to provide prompt notice will relieve the Indemnifying Party of its obligations only if and to the extent that the Indemnifying Party is materially prejudiced by such delay. In no event shall the Indemnifying Party settle any Claim that involves a remedy other than the payment of money without the prior consent of the Indemnified Party.

7. IP INDEMNIFICATION

Seller shall defend or, at its option, settle any claim, action or suit (each, an “**IP Claim**”) brought by a third party against Customer due to infringement of any U.S. patent, trademark, copyright or trade secret by any Services or Work Product provided hereunder (“**Infringing Items**”) and shall pay any final judgment or settlement arising therefrom; provided Customer gives Seller prompt written notice of the IP Claim, sole control over the defense or settlement thereof, and reasonable information and assistance, at Seller’s expense. Should the Infringing Items, or any part thereof, become, or in Seller’s opinion be likely to become, the subject of an IP Claim, Seller may, at its option and expense, either: (a) procure for Customer the right to continue using the Infringing Items; (b) replace or modify the Infringing Items so as to make them non-infringing; or (c) return a portion of the fees paid for the Infringing Items based on five (5) year straight line

amortization. This Section specifies the entire liability of Seller and the sole and exclusive remedies of Customer with respect to any IP Claim. Notwithstanding the foregoing, Seller shall have no liability or obligation to Customer to the extent any IP Claim is based upon: (i) any combination of the Infringing Items with software, hardware or other materials not authorized by Seller for such combination or; (ii) any addition to, or modification of, the Infringing Items made after delivery to Customer by any party other than Seller or a third party expressly authorized by Seller to perform such addition or modification

8. DISCLAIMED WARRANTIES.

EXCEPT AS SET FORTH HEREIN, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER AND EXPRESSLY DISCLAIMS ALL OTHER CONDITIONS, COVENANTS, REPRESENTATIONS AND WARRANTIES OF EVERY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR REPRESENTATIONS RELATED TO ACCURACY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT, ARISING BY LAW, BY REASON OF CUSTOM, FROM USAGE IN THE TRADE, OR FROM COURSE OF PRIOR DEALING. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION OR ADVICE GIVEN BY SELLER OR SELLER'S AFFILIATE OR PERSONNEL SHALL NOT BE DEEMED TO CREATE OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES SET FORTH HEREIN AND THAT CUSTOMER SHALL NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

9. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL A PARTY, ITS AFFILIATES, OR ANY OF THEIR PERSONNEL EVER BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, MARKET, PROFITS, REVENUES, SAVINGS OR GOODWILL) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE OTHERWISE FORESEEABLE AND REGARDLESS OF THE THEORY OF LIABILITY. EXCEPT FOR SELLER'S INDEMNITY OBLIGATIONS UNDER SECTION 6, THE MAXIMUM LIABILITY OF A PARTY, ITS AFFILIATES AND ANY OF THEIR PERSONNEL HEREUNDER, ARISING FROM ANY THEORY OF LIABILITY, WILL BE THE GREATER OF THE AMOUNT PAID TO SELLER FOR THE SPECIFIC SALES OFFERING GIVING RISE TO THE CLAIM; AND \$500,000.

10. ARBITRATION.

Any dispute that either arises from this Agreement or relates directly or indirectly to the relationship between the Parties and that cannot be resolved amicably within thirty (30) days may, with agreement of both Parties, be resolved by binding arbitration before a single arbitrator in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. Judgment on any award arising from such arbitration may be entered in any court of competent jurisdiction. Discovery may be performed according to the Federal Rules of Civil Procedure. The fees and expenses of the arbitration shall be borne equally by the Parties but may be awarded, together with reasonable attorneys' fees and expenses, to the prevailing Party (if any) in the informed discretion of the arbitrator. Notwithstanding anything to the contrary specified herein, either Party may seek injunctive or other equitable relief at any time in federal or state court. The venue for any such arbitration and for any such court shall be the capital city of the state of the defending Party's principal place of business, as set forth herein.

11. NOTICE.

Any notice required or permitted under this Agreement shall be deemed valid and to have been duly given when: (i) delivered by hand with written confirmation of receipt; (ii) sent by facsimile with written confirmation of receipt; or (iii) delivered by a nationally recognized overnight delivery service with package tracking ("**Notice**"). The addresses and recipients for Notice shall be as set forth below.

If to Seller:

Zones, Inc.
1102 15th Street S.W., Suite 102
Auburn, WA 98001-6509
Attn: Chief Financial Officer

If to Customer:

Mono County Information Technology
P.O. Box 7657
Mammoth Lakes, CA 93546
Attn: IT Director

With a copy to:

Zones, Inc.
1102 15th Street S.W., Suite 102
Auburn, WA 98001-6509
Attn: Director, Contract Management

With a copy to:

Mono County Counsel
P.O Box 2415
Mammoth Lakes, CA 93546
Attn: County Counsel

12. TERM AND TERMINATION.

12.1. Term. The “**Term**” (meaning the period of time during which this Agreement is in full force and effect) shall commence on the Effective Date and shall expire two (2) years thereafter unless earlier terminated as set forth herein. The Term may be extended by the Parties for successive time periods of one (1) year each upon mutual written consent of the Parties executed prior to expiration of this Agreement.

12.2. Termination for Cause. Either Party may terminate this Agreement immediately upon Notice if the other Party: (i) terminates or suspends its business; (ii) becomes insolvent; (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statute; (iv) becomes subject to direct control by a trustee, receiver or similar authority; (v) has a controlling interest in its voting stock acquired by a third party; or (vi) sells or transfers all or substantially all of its assets. Either Party may terminate this Agreement thirty (30) days after such Party’s Notice of a material breach of an obligation under this Agreement, provided that such breach is not cured within such thirty (30) day period.

12.3. Termination for Convenience. Either Party may terminate this Agreement for convenience upon thirty (30) days’ prior Notice to the other Party, except that Seller may not terminate, except for cause, during the Implementation Period. The termination of this Agreement for convenience shall not affect the obligations of either Party to the other Party pursuant to any Purchase Orders previously accepted by Seller or any Statements of Work previously executed by the Parties; the terms and conditions of this Agreement shall continue to apply to all such Purchase Orders and Statements of Work until the obligations thereunder are performed by the Parties under the terms thereof or waived by the Party to which the benefit of the obligation accrues.

12.4. Effect of Termination. If this Agreement is terminated for any reason, Customer agrees to pay Seller all fees due and to reimburse Seller for authorized expenses incurred up to and including the effective date of termination.

12.5. Survival. In the event of the expiration or termination of this Agreement, those provisions whose nature, meaning or intent indicate an expectation of survival shall survive.

13. INSURANCE.

13.1. Seller 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 the Customer 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 hereunder and the results of that work by Seller, its agents, representatives, employees, or subcontractors:

13.1.1. General Liability. A policy of Commercial General Liability Insurance which covers all the work and services to be performed by Seller 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 \$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.

13.1.2. Automobile Liability Insurance. A policy of Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 combined single limit 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.

13.1.3. Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Seller’s profession in an amount of not less than \$1,000,000.00 per claim or occurrence/ \$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 Seller must purchase “extended reporting” coverage for a minimum of five years after completion of contract work.

13.1.4. Coverage and Provider Requirements. Insurance policies shall not exclude or exempt 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, Seller shall provide Customer: (1) a certificate of insurance evidencing the

coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be canceled without thirty (30) days written notice to the Customer or ten (10) days for nonpayment.

13.1.5. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Customer. The Seller shall provide evidence satisfactory to Customer guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

13.1.6. Waiver of Subrogation. Seller hereby grants to Customer a waiver of any right to subrogation which any insurer of Seller may acquire against Customer by virtue of the payment of any loss under such insurance. Seller shall obtain any endorsement necessary to effectuate this waiver, but this provision applies regardless of whether or not Customer has received a waiver of subrogation endorsement from the insurer.

14. WORKERS' COMPENSATION.

Seller shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Customer for all work performed by Seller, its employees, agents, and subcontractors.

15. RECORDS AND AUDIT.

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

15.2. Inspections and Audits. Any authorized representative of Customer shall have access to any books, documents, papers, records, including, but not limited to, financial records of Seller, that Customer 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 Seller. Further, Customer has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

16. NONDISCRIMINATION.

During the performance of this Agreement, Seller, 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. Seller 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. Seller 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.

17. ASSIGNMENT.

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

18. CONFLICTS.

Seller 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. Seller agrees to complete and file a conflict-of-interest statement.

19. FUNDING LIMITATION.

The ability of the Customer 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, Customer has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Seller 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 Section 18.1.

20. MISCELLANEOUS.

20.1. Amendments. This Agreement may be amended only in a writing executed by authorized representatives of both Parties (“Amendment”).

20.2. Assignment. Either Party may assign this Agreement to an entity acquiring all or substantially all of such Party’s assets; provided that neither such Party nor such assignee entity shall be relieved thereby of obligations undertaken by such Party prior to such assignment. Except with respect to the foregoing, neither Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party. Any attempted assignment other than as expressly authorized hereunder shall be void and of no force or effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their permitted successors, assigns, heirs and legal representatives.

20.3. Attorney Fees and Expenses. Except as otherwise provided herein, in any claim or dispute under this Agreement, the prevailing Party will be entitled to an award by the arbitrators or the court, as applicable, of reasonable attorneys’ fees and related out of pocket costs and disbursements.

20.4. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same Agreement.

20.5. Entire Agreement. This Agreement, together with all of its exhibits, sets forth the entire understanding of the Parties with respect to the subject matter hereof. This Agreement supersedes and replaces in its entirety any and all other prior and contemporaneous agreements and understandings, whether oral, written or implied, if any, between the Parties with respect to the subject matter hereof.

20.6. Force Majeure. A Party shall not be held liable, and shall not be deemed to have breached its obligations under this Agreement by reason of any delay or failure in performance caused in whole or in part by any circumstances beyond its reasonable control, including, without limitation, the following: accidents, fires, floods, severe weather, or other acts of God or nature; sabotage, riot, insurrection, war or other acts or threatened acts of violence or terrorism; embargoes, quarantine restrictions, changing laws or regulations or other government actions or requirements; carrier, labor or supplier interruptions or stoppages, or other third party delays; equipment or network outages or failures (“**Force Majeure Event**”). In the event of a Party’s delay or failure in performance due to a Force Majeure Event, such Party agrees to make commercially reasonable efforts to minimize the hindering effect of such Force Majeure Event and resume performance with commercially reasonable dispatch.

20.7. Governing Law. This Agreement and any disputes, litigation, arbitration or enforcements directly or indirectly related thereto shall be construed and interpreted in accordance with, and the rights of the Parties shall be governed by, the substantive laws of the State of California without giving effect to any conflict-of-laws rules.

20.8. Headings. The headings stated in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement, and shall not have any bearing on the construction or interpretation hereof.

20.9. Independent Contractors. Each Party is an independent contractor, not an employee or employer of the other Party and not a joint venture or partner with the other Party.

20.10. Precedence. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Amendments, the terms and conditions of the latest Amendment shall control.

20.11. Preparation of Agreement. There will be no presumption against either Party on the ground that such Party was responsible for preparing all or any part of this Agreement.

20.12. Severability. If any provision of this Agreement or the application thereof is found to be invalid, illegal or unenforceable, such finding shall not have any effect on any other provision of this Agreement, it being the intent and agreement of the Parties hereto that in the event of such finding, this Agreement shall be deemed amended either by modification of such provision to the extent necessary to render such provision valid, legal and enforceable, while preserving its intent, or, if such modification is not possible, by substitution of such provision with another provision that is valid, legal and enforceable and that achieves the same objective.

20.13. Third Party Beneficiaries. This Agreement is not intended to benefit any party except the Parties, and it is the Parties’ express intent that otherwise this Agreement is not, and shall not be construed as, a third-party beneficiary contract.

20.14. Waiver of Remedies. No delay or failure by either Party to exercise or enforce any right hereunder shall be considered a waiver of such right or of any other right under this Agreement. No claim may be asserted by either Party against the other Party with respect to any event, act or omission that occurred more than two (2) years prior to the assertion of such claim.

Each Party represents that this Agreement is agreed and has been executed below by its duly authorized representative.

ZONES, INC.

MONO COUNTY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Mono County Counsel

APPROVED BY RISK MANAGEMENT:

Jay Sloane, Mono County Risk Manager

EXHIBIT A
SOW TEMPLATE

STATEMENT OF WORK

This statement of work ("**Statement of Work**" or "**SOW**") by and between Zones, Inc. ("**Seller**" or "**we**") and Mono County ("**Customer**" or "**you**") is effective _____ ("**SOW Effective Date**") and specifies the Services to be performed hereunder by Seller on behalf of Customer. Seller and Customer are deemed to be each a "**Party**" and collectively the "**Parties**" hereof.

SERVICES DESCRIPTION

Scope

Items Provided

Services Fees & Expenses

Limit upon amount payable under Agreement.

The total sum of all payments made by the Customer to Seller for services and work performed under this SOW shall not exceed \$_____, or \$_____in any twelve-month period. Customer expressly reserves the right to deny any payment or reimbursement requested by Seller for services or work performed that is in excess of the Contract Limit.

Scheduling

Project Sites

Additional Project Terms

GENERAL TERMS AND CONDITIONS

Contact Person

Each Party will appoint a contact person ("**Contact**") prior to commencement of the Services. Such Contact will be authorized to communicate with, and make decisions and approvals on behalf of, the Party.

Payment

Fees specified herein do not include applicable taxes, which will be invoiced and which Customer is obligated to pay. Invoices will be submitted to the address provided by Customer. Customer will remit payment within thirty (30) days of invoice receipt. Customer shall pay all undisputed amounts hereunder, withholding payment only to the extent of any specific inaccuracy on an invoice and only until such inaccuracy is corrected.

Change Management

The terms and conditions of this SOW, including without limitation the scope, fees and Items Provided, may be changed only upon the Parties' execution of a written amendment that references this SOW, that specifies such change and that is drafted by Seller ("**Change Order**"). Either Party may request a change, and both Parties agree to negotiate in good faith any requested changes. In the event of a conflict between the terms and conditions set forth in a Change Order and those set forth in this SOW or in a previously executed Change Order, the terms and conditions of the most recent Change Order shall prevail.

Miscellaneous

This Statement of Work is governed by that certain Master Product and Services Sales Agreement between Zones, Inc., and Mono County effective _____ ("**Agreement**"). This Statement of Work is void if not signed by Customer and returned to Seller within sixty (60) days of receipt by Customer.

Authorized Signatures

Each Party signifies by its authorized signature below that it agrees to be bound by the terms and conditions set forth in this Statement of Work.

Zones, Inc.

Mono County

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Statement of Work

VERSION 1.0

Cisco Unified Communications Project

For

MONO COUNTY

Performed By

ZONES

1102 15th Street SW, Suite 102, Auburn, WA 98001-6509

ACCOUNT MANAGEMENT

Daniel Brown

Daniel.Brown@zones.com

253-205-3204

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STATEMENT OF WORK

This statement of work (“**Statement of Work**” or “**SOW**”) by and between Zones, Inc. (“**Seller**” or “**we**”) and Mono County (“**Customer**” or “**you**”) is effective May 22, 2018 (“**SOW Effective Date**”) and specifies the Services to be performed hereunder by Seller on behalf of Customer. Seller and Customer are deemed to be each a “**Party**” and collectively the “**Parties**” hereof.

1. SERVICE DESCRIPTION

1.1. OVERVIEW

The customer has engaged Seller to perform a Cisco Unified Communications installation to replace the current environment.

The core of the solution will be two (2) Cisco BE6000 medium density servers. The Cisco UCS C240 m5 (BE6000) are especially designed to support Cisco Unified Communications applications to assure maximum performance and reliability for environments of up to 1000 users, providing plenty of scalability to grow.

Leveraging the BE6000 appliances also provides the customer with end to end support from the manufacturer (Cisco Systems) and thus simplifying the support structure. The servers will be geographically distributed between Bridgeport and Mammoth Data Centers and will host all Virtual Machines to support the deployment. Cisco leverages VMware as a hypervisor.

1.2. SCOPE

The scope of the SOW will specify the Services tasks (described below) to be performed by Seller personnel (the “**Project Team**”) in coordination with Customer personnel engaged with the Project Team (“**Customer Personnel**”).

Zones Professional Services will perform the following tasks:

Design and Planning Phase

- Discovery Workshop
 - Define customer’s dial plan.
 - Define IP addresses, FQDN, NTP and DNS settings for all UC applications
 - Gather Network diagrams showing layer 3 information for all locations
 - Gather configuration requirements (usernames, extensions and IP Phone per user details, SIP details).
The customer must provide all information required regarding DIDs, users, extensions, etc.

- Clarify PSTN access
- Establish remote site requirements for Cisco UC:
 - User details (extension, voicemail, DID)
 - Paging
 - Faxing
 - Call Handlers (auto attendants)
- Define phone configuration and templates
- Define naming conventions and line configurations
- Clarify COR (if any): Calling Restrictions (Local, Emergency, Long Distance, International)
- 911: Determine caller id for 911 calls on a per site basis
- Establish final implementation and cutover plan
- Provide User Acceptance Criteria and punch lists

Implementation

Configure Cisco UCS C240 Server to support Cisco's BE6000 primary platform

- Configure management access.
- Configure out of band management (CIMC) interface
- Install ESXi License if needed.
- Create CUCM Virtual Machine (PUB).
- Create CUC Virtual Machine (PUB).
- Create IMP Virtual Machine (PUB).
- Create Imagicle StoneFAX VM
- Upload needed ISOs and/or other files needed to perform the scope.
 - Note: The final VM layout will be defined during the technical meetings. At this point the BE6K-MD m5 only supports 4 UC applications and some VMs might need to be deployed on the customer's VMWare environment.

Configure Cisco UCS C240 Server to support Cisco's BE7000 secondary platform.

- Configure management access.
- Configure out of band management (CIMC) interface
- Install ESXi License if needed.
- Create CUCM Virtual Machine (SUB).
- Create CUC Virtual Machine (SUB).
- Create IM & Presence Virtual Machine (SUB).
- Create Informacast Virtual Machine.
- Upload needed ISOs and/or other files needed to perform the scope

Cisco Communications Manager version 11.X (CUCM 11.X) – Dual Node Configuration

- Install and configure two CUCM servers (Publisher and Subscriber).
- License the server.
- Configure CUCM to support Voicemail integration over SIP.
- Configure up to 1 DID per user (only available on PRI and SIP lines). The platform does not have a limit on the number of DIDs supported.
- Configure IM&P integration for Jabber (on premise)
- Configure Active Directory integration. Mono County must perform necessary modifications to the AD users in order to include the internal extension.
- Configure integration with two (2) ISR44XX Voice gateway for SBC purposes and centralized SIP trunking
- Perform base configuration to support remote sites per best practices
 - CSS/partition design
 - Local conference resources
 - Device Pools
 - Standard Local Route Groups
 - Configure Caller ID for 911 outbound calls

Cisco Unified Unity Connection server version 11.X (CUC 11.X) – Dual Node Configuration

- Install and configure two CUC servers (Publisher and Subscriber).
- License the servers.
- Configure CUCM integration with 24 ports per server maximum
- Configure one Voicemail Account per user.
- Users will be Active Directory integrated.
- Perform Unified Messaging/Single Inbox Integration
 - Note: The customer must perform all Exchange/O365 tasks

Cisco Instant Messaging and Presence Server version 11.X (CUCM IM&P 11.X) - Dual Node Configuration

- Install and configure 2 IMP servers
 - NOTE: The customer might choose to deploy only 1 IMP server to free up compute to deploy other Virtual Machines.
- Configure CUCM integration for Jabber support

Cisco ISR44XX x2

- Install and configure 2 Cisco ISR44XX as an SBC (CUBE) for:
 - Centralize PSTN access via SIP using the current SIP trunks
 - Perform conferencing, MTP and transcoding configuration
 - Configure for SRST for Annex 1 and Sierra Center mall

Cisco Jabber

Each user will be able to use jabber for everyone features from inside the network (windows client and on premise use only)

- Instant Messaging and group chat
- Presence
- Visual Voicemail
- Desk Phone control
- Desktop Share
- Outlook integration
 - NOTE: In order to use Jabber for Voice and Video calls via the PC all users that have phones will need UCL-ENH-PLUS or CUWL STD licenses since this will require the creation of CSF devices.
- Seller will train designated Customer resources how to configure the Jabber iPhone/Android and iPad client for up to 5 test accounts (Wireless Network must be provided for BYOD with access to the Cisco UC platform)

PAGING

- Seller will configure paging via the Informacast application for the Sheriff Department group which is the only location that uses this feature. However, the Informacast provided licenses allows the Customer to configure additional paging groups of up to 50 IP Phones.
 - NOTE: Informacast uses Multicast traffic and therefore multicast routing must be enabled on the Customer's network.

FAXING

- Seller will configure the required FXS (on a VG or ATA device) to be used for analog fax machines
- Imagicle StoneFAX
 - Seller will configure the StoneFAX server to allow users to send and receive faxes over email and via the Cisco Jabber application
 - NOTE: The Customer must provide a windows server valid license (and perform the OS installation) and meet the requirements on the Microsoft Exchange or O365 platform. Seller will create the VM according to the Imagicle specifications and install the Imagicle software once the OS has been installed an updated by the customer.

Per Site Configuration – P1 Sites (21 sites)

Users and Phones Configuration

- Configure all needed UC enabled users with one (1) IP Phone, voicemail and instant messaging client access for Windows (jabber for everyone features with no CSF device for calls from the computer). If CSF devices are needed the customer must have UCL-ENH-PLUS or CUWL STD licenses.
- Configure up to 1 hunt group (ring group) per remote site
- Up to 1 receptionist phone

- Up to 1 conference phone
- Configure 1 Call Pickup group if needed
- Configure 1 meet me number if needed
- Configure 1 single level Auto Attendant up to 4 options that must be approved during the design phase
- Define call privileges per user (Long Distance by default)

Cisco ISR4331/ISR4321 Survivable Voice Gateway

- Install and configure 1 Cisco ISR4321 Voice Router for SRST (Survivable Remote Site Telephony)
- Leverage POTS lines for PSTN access during SRST

Per Site Configuration – P2 Sites

Users and Phones Configuration

- Configure all needed UC enabled users with one (1) IP Phone, voicemail and instant messaging client access for Windows (jabber for everyone features with no CSF device for calls from the computer). If CSF devices are needed the customer must have UCL-ENH-PLUS or CUWL STD licenses.
- Configure up to 1 hunt group (ring group) per remote site
- Up to 1 receptionist phone
- Up to 1 conference phone
- Configure 1 Call Pickup group if needed
- Configure 1 meet me number if needed
- Configure 1 single level Auto Attendant up to 4 options that must be approved during the design phase
- Define call privileges per user (Long Distance by default)

Testing

- Test inbound/outbound/intra company calls
- Test voicemails
- Test Jabber (IM, Voicemail, chat, presence)
- Test Faxes
- Test Paging
- Failover testing for CUCM/CUC/IMP.
 - Shutdown one server (Publisher) and validate that all services still work on the subscriber servers
 - Perform one inbound, one outbound and one internal call
 - Test Jabber
 - Shutdown Subscriber servers and validate that all services still work on the publisher servers
 - Perform one inbound, one outbound and one internal call
 - Test Jabber

Cisco Unified Communications training

- One (1) Train the Trainer session for End user training (up to 2h)
 - Phone overview
 - How to place, receive, transfer conference calls
 - Voicemail via the phone
 - Cisco Jabber basic features (chat, presence, phone control and visual voicemail)
- System administrator web-based training (up to 8 hours)
 - Cisco CUCM device and user create/delete/modify
 - Cisco CUC voicemail user create/delete/modify
- Provide end user and administrator guides (electronic format)

Documentation

- Provide administration manuals (online and PDF format)
- End user quick guides for IP Phones and voicemail support

Cisco Expressway:

Design and Planning phase:

- Discuss Certificate signing
- Discuss private and public DNS resolution
- Discuss VM Placement (BE6K or customer provided and support VMWare environment)

Implementation

DNS configuration (customer's responsibility)

- Configure public and private DNS config

Cisco Expressway Deployment – Single Node Configuration

- Install and configure EXP-C VM
- Install and configure EXP-E VM (requires a dedicated public IP and a private IP)
- Enable MRA feature
- Provide IMP Publisher address and supply admin credentials for each IMP cluster
- Add domain and select services
- Generate certificate signing requests and import CA signed certs
- Configure Traversal Zones with UC services enabled

Cisco Communications Manager version 11.5 (CUCM 11.5) – Dual Node Configuration

- Configure Expressway Integration

Testing and Validation

- Test Jabber MRA
 - If MRA is also needed for IP Phones (only 78XX, 88XX and DX series support MRA) this will be tested (public cert is mandatory for EXP-E)

1.2.1. PROJECT MANAGEMENT

During this stage, the Project Team will:

- Serve as Seller Contact for the Services and liaison to Customer Personnel with supervision over Seller risk mitigation, scope changes, escalations, and any delay management.
- Review with Customer Contact the SOW, project goals and objectives, and the contractual responsibilities of both parties.
- Together with Customer Contact review any known areas of risk and define mitigation plans.
- Maintain project communications with Customer Contact.
- Facilitate and plan all scheduling with Customer Contact.
- Establish documentation and procedural standards for Items Provided.
- Prepare a project plan to define project tasks, any milestones, and the project schedule.
- Develop a reporting and meeting schedule (for proper communication and information sharing).
- Issue daily or weekly activity reports.
- Conduct daily or weekly activity meetings (volume pending), daily or weekly activity report reviews, and weekly activity summary and executive report meetings that include billing summaries.
- Confirm technician assignment and scheduling.
- Perform change and issue management
- Obtain Customer's written acceptance of any Items Provided.

1.3. OUT OF SCOPE

The following services and items are out of scope and are not included among the Services:

- Network Changes and any other network related configuration
- Multicast configuration
- Microsoft Active Directory, DNS and/or Exchange/O365 changes
- Provide MS Server Licenses
- Install Microsoft Server Software

- CA configuration. ZONES will generate CSR request and the customer will be in charge of properly sending them to the CA to sign them (if public CA is used). ZONES can only assist with MS CA.
- Providing any services or items other than what are specified herein.

1.4. CUSTOMER RESPONSIBILITIES

Customer will provide the following, which are necessary to Seller’s performance hereunder:

- Customer makes available the use of existing cable (voice/data) and data racks. CAT5 or better cable is required for VoIP installations. Tone and tag and cable tester are available upon request.
- Customer assures that all other Telco and site to site connectivity is in place and functional at cutover. Any troubleshooting or delays as a result of Telco are outside the scope of this Sow
- Provide VPN access (full VPN)
- The Customer must provide a Windows license for the StoneFAX installation
- The Customer will perform any network related configuration to meet the Voice requirements
- The Customer provides a DHCP server and Voice VLAN at each site (small sites might not need a voice VLAN).

1.5. PROJECT ASSUMPTIONS

The scope and any responsibilities set forth above are based on, and in scoping and performing the Services Seller is relying on the accuracy of, the assumption(s) set forth below.

- Customer has adequate room space and power for equipment and that room meets all environmental requirements as specified in product documentation.
- ZONES assumes that circuits from the provide are in working state.
- Zones will assign a Project Manager
- The Customer has a valid Cisco Support contract

1.6. ITEM(S) PROVIDED

The tangible items identified in the table below will be provided either prior to or upon completion of the Services (each an “Item Provided”).

SOW Section	Item(s) Provided
Discovery Workshop	<ul style="list-style-type: none"> • <i>User Acceptance Criteria and punch lists (.doc format; delivered electronically)</i>
Cisco Unified Communication Training	<ul style="list-style-type: none"> • <i>End-User and administrator guides</i>
Documentation	<ul style="list-style-type: none"> • <i>Administration manuals (online and PDF format)</i> • <i>End user quick guides for IP Phones and voicemail support</i>

1.7. PROJECT SITES

Services will be performed at the following site(s) (each a “Project Site”).

Project Site Name / Identifier	Address
Customer Project Site	Annex 1, 74 N. School St., Bridgeport, CA 93517

1.8. SERVICES FEES & EXPENSES

The total amount due and billable under this SOW (“**Total Services Price**”) includes the fees for the Services performed hereunder (“**Services Fees**”) and the cost of any Expenses (as defined herein).

1.8.1. SERVICES FEES

The Services Fees will be billed on a *fixed fee* basis. Seller will invoice a fixed amount or amounts upon completion of one or more Services phases, as set forth in the table (below), which presents the total amount to be paid for all Services Fees*.

Phases	Percentage	Fees
Cisco UC Professional Services	100%	\$37,505.53
Fixed Total of Services Fees	100%	\$37,505.53

* The Services Fees do not include sales tax, which will be invoiced and which Customer is obligated to pay.

1.8.2. EXPENSES

Seller will not invoice, and there will be no charge, for Seller’s direct costs arising from the performance of the Services, such as, for example, the following: airfare, hotel room charge(s), automobile mileage, standard car rental and fuel, per diem, parking, tolls, printing/photocopies, etc. (cumulatively, the “**Expenses**”).

1.9. PROJECT SCHEDULE

The Parties acknowledge that throughout performance of the Services they share the following responsibilities: to develop an estimated schedule with estimated dates and timelines (“**Estimated Schedule**”); to coordinate the project kick-off meeting; and to manage the project through completion.

Project timelines will vary based on personnel schedules, the evolving conditions of Customer’s environment, and the conditions of the Project Site(s).

All Services will be provided during “**Standard Business Hours**” (meaning Monday through Friday, 8:00AM - 5:00PM local time, excluding Holidays). “**Holidays**” shall mean Seller’s normal holidays in addition to national holidays.

1.10. CONTACTS

Each Party’s contact person identified either in the table below or prior to commencement of the Services, as updated from time to time in writing (“**Contact**”) will be authorized to answer questions, to make decisions and to address any issues that arise during the performance of Services, while each Party’s Leader will be available for any needed escalations.

	Contact	Leader
Seller:	Young Brown	Mark Pfab
	Lead Solutions Architect	Regional Director (Southwest)
	Young.Brown@zones.com	Mark.Pfab@zones.com
	213-910-4160	480-316-4342
Customer:	Kirk Hartstrom	Nate Greenberg
	Technical Lead	IT Director
	kdhartstrom@mono.ca.gov	ngreenberg@mono.ca.gov
	760-932-5505	760-924-1819

1.11. COMPLETION CRITERIA

Seller shall be deemed to have fulfilled its obligations under this SOW upon the occurrence of any ONE of the following:

- Seller’s completion of both performance of the Services that are in scope and delivery of any Items Provided; *OR*
- Seller’s performance of Services for the total of the number of hours set forth in both the Services Fees section of this SOW and any Change Order(s); *OR*
- Expiration of this SOW according to its terms; *OR*
- Termination of this SOW by either Party in accordance with the provisions of this SOW and the Agreement.

1.12. ADDITIONAL PROJECT TERMS

- A. Customer is responsible for supplying the environmental conditions necessary and applicable for Seller’s performance of the Services, including, without limitation, the following: workspace(s); Customer-owned hardware; any Customer software licenses; any required documents/diagrams detailing applicable specifications and conditions; any badges and passes for access to facilities; and any other access rights (“**Customer Provisions**”).

- B. Customer agrees that Seller will have the right to bill Customer at Seller's standard rates for any time during which Seller's personnel is idle due to any substantial: inaccessibility of any Project Site; or unavailability of the Customer Provisions or Customer Contact.
- C. Seller shall have no responsibility for third parties engaged on this project other than any Seller subcontractor(s), except as otherwise expressly agreed in writing. Customer acknowledges and agrees that Seller has the right to subcontract some or all of the Services hereunder to subcontractors.
- D. Customer will provide in advance all applicable safety and security rules.
- E. Customer shall not provide hereunder: any Protected Health Information, as defined in the US Health Insurance Portability and Accountability Act ("**HIPAA**"); any data subject to the Payment Card Industry Data Security Standard ("**PCI DSS**"); or any other personally identifiable information ("**PII**") or sensitive personal information ("**SPI**") subject to applicable US or international security laws.

2. GENERAL TERMS AND CONDITIONS

2.1. PAYMENT

Fees specified herein do not include applicable taxes, which will be invoiced and which Customer is obligated to pay. Invoices will be submitted to the address provided by Customer. Customer will remit payment within thirty (30) days of invoice receipt. Customer shall pay all undisputed amounts hereunder, withholding payment only to the extent of any specific inaccuracy on an invoice and only until such inaccuracy is corrected.

2.2. CHANGE MANAGEMENT

The terms and conditions of this SOW, including without limitation the scope, fees and Items Provided, may be changed only upon the Parties' execution of a written amendment that references this SOW, that specifies such change and that is drafted by Seller ("**Change Order**"). Either Party may request a change, and both Parties agree to negotiate in good faith any requested changes. In the event of a conflict between the terms and conditions set forth in a Change Order and those set forth in this SOW or in a previously executed Change Order, the terms and conditions of the most recent Change Order shall prevail.

2.3. MISCELLANEOUS

This Statement of Work is governed by the Terms and Conditions of Sale posted at www.zones.com/TermsOfSale ("**Agreement**"). Terms that are used but not defined in this Statement of Work shall have the meanings set forth in the Agreement. This Statement of Work is void if not signed by Customer and returned to Seller within thirty (30) days of receipt by Customer.

2.4. AUTHORIZED SIGNATURES

Each Party signifies by its authorized signature below that it agrees to be bound by the terms and conditions set forth in this Statement of Work.

ZONES, INC.

By: _____

Name: _____

Title: _____

Date: _____

MONO COUNTY

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A – PROJECT COMPLETION FORM

PROJECT COMPLETION FORM

This Project Completion Form, when signed by Mono County (“**Customer**”), signifies completion and acceptance of the Services performed by Zones, Inc. (“**Seller**”) under the Cisco Unified Communications project Statement of Work between the Parties dated **Enter SOW Effective Date**. (“**SOW**”).

Services Start Date		Services End Date	
Seller Contact		Customer Contact	

EVALUATION OF ITEMS PROVIDED

Item(s) Provided	Acceptance Criteria	Customer Evaluation Results

OUTSTANDING ISSUE(S) AND RESOLUTION PLAN

AUTHORIZED SIGNATURE

Customer’s signature below acknowledges that the Services and all Items Provided have been completed, delivered and accepted in accordance with the specifications of the SOW.

ZONES, INC.

Presented By: _____

Name: _____

Title: _____

Date: _____

MONO COUNTY

Acknowledged By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B – CHANGE ORDER FORM

CHANGE ORDER

This Change Order between Zones, Inc. (“Seller” or “we”) and Mono County (“Customer” or “you”) is effective _____ (“CO Effective Date”) and amends, as set forth below, the Cisco Unified Communications project Statement of Work between the Parties dated **Enter SOW Effective Date..**

Project Name	Cisco Unified Communications	SOW Code	ZON -052218-OPP0186742-MON-001
Change Order Title		Change Order #	
Seller Contact	Enter PM’s Name.	Customer Contact	

PROJECT CHANGE REQUEST DESCRIPTION

IMPACT TO SCOPE

IMPACT TO SCHEDULE

IMPACT TO COST

SUBMITTER

Name		Title	
Phone		e-mail	

RATIONALE FOR REJECTION (IF APPLICABLE)

[If requested change is rejected, provide rationale below. Otherwise ignore and execute the Change Order.]

MISCELLANEOUS

This Change Order is governed by the terms and conditions of the SOW and the Agreement. Terms that are used but not defined in this Change Order shall have the meanings set forth in the SOW or the Agreement. In the event of a conflict between this Change Order and the SOW or a previous Change Order, this Change Order shall control.

AUTHORIZED SIGNATURES

Each Party signifies by its authorized signature below that it agrees to be bound by the terms and conditions set forth in this Change Order.

ZONES, INC.

By: _____
Name: _____
Title: _____
Date: _____

MONO COUNTY

By: _____
Name: _____
Title: _____
Date: _____



MONO COUNTY PURCHASE ORDER AGREEMENT - SERVICES

Contractor Name _____ Contract # _____
Contractor Address _____ Vendor # _____
_____ Account # _____
_____ Not to Exceed _____

Service Description/Details

By signature of its Purchasing Agent below, Mono County retains the services of contractor named above to provide the services and associated materials, if any, for the prices or at the rates, and within the time period specified below.

Mono County Purchasing Agent or Authorized Signature

Date

Contractor's provision of such services and materials is subject to the terms and conditions of that certain Master Products and Services Agreement signed by the parties on July ____, 2018.****Contractors providing services within Mono county are required to obtain a business license and provide a W-9. Forms are available on the County website or from the Tax Collector - telephone 760-932-5480.

Send invoices to:

Accepted:

Contractor Signature

Date

Print Contractor Name

ZONES™

6/15/2018

Bill To:
COUNTY OF MONO
 278 Main st
 Bridgeport, CA 93517
 Phone : (760) 932-5410

Ship To:
MULTIPLE DESTINATIONS

Account # 0071081933
Quote : K1038824
PO# :

Software prices subject to change
 Hardware quotes are valid for 7 business days
 Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES INC
 PO Box 34740
 Seattle WA 98124-1740

**PLEASE SEND PURCHASE
 ORDERS DIRECTLY TO YOUR
 ZONES INC ACCOUNT EXECUTIVE
 VIA FAX OR EMAIL**

Daniel Brown
Account Executive
Phone:(253) 205-3204
Fax:(253) 205-2204

Email:Daniel.Brown@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
			KIRK HARTSTROM COUNTY OF MONO Bridgeport			
005585897-NEW	2	CISCO SYSTEMS INC.	Cisco Business Edition 6000M (Export Restricted) - Server - rack-mountable - 1 - hot- swap 2.5 - 10 GigE - monitor none	BE6M-M5-K9	4082.93	8,165.86
003363637-NEW	1	CISCO SYSTEMS INC.	Cisco Business Edition 6000 Starter Bundle - License - 35 users - for Cisco Unified Workspace Licensing	BE6K-START-UWL35	340.24	340.24
001707440-NEW	201	CISCO SYSTEMS INC.	BUSINESS ED 6000 WORKSPACE LIC STD	BE6K-UWL-STD	110.58	22,226.58
005039379-NEW	44	CISCO SYSTEMS INC.	Cisco Unified Communications Manager Business Edition 6000 Basic User Connect License - License - 1 user	BE6K-UCL-BAS	42.53	1,871.32
P 03869934	37	CISCO SYSTEMS INC.	Cisco Unified Communications Manager Business Edition 6000 Enhanced User Connect License - License - 1 user	BE6K-UCL-ENH	71.45	2,643.65
P 03869935	22	CISCO SYSTEMS INC.	Cisco Unified Communications Manager Business Edition 6000 Voicemail User Connect License - License - 1 license	BE6K-UCL-VM	25.52	561.44
001707440-NEW	10	CISCO SYSTEMS INC.	BUSINESS ED 6000 WORKSPACE LIC STD	BE6K-UWL-STD	110.58	1,105.80
003703429-NEW	1	CISCO SYSTEMS INC.	Imagicle Billy Blues - (v. 4) - license - 1 server, 4 extensions - ESD - Win	L-IM120-4L=	2024.46	2,024.46
002883786-NEW	48	CISCO SYSTEMS INC.	Cisco IP Phone 7811 - VoIP phone - SIP, SRTP	CP-7811-K9=	66.35	3,184.80
001381089-NEW	195	CISCO SYSTEMS INC.	UP PHONE 7841 PERP	CP-7841-K9=	124.19	24,217.05
001381089-NEW	5	CISCO SYSTEMS INC.	UP PHONE 7841 PERP	CP-7841-K9=	124.19	620.95
003048714-NEW	56	CISCO SYSTEMS INC.	IP PHONE 8845 PERP	CP-8845-K9=	195.64	10,955.84

ZONES INC
 1102 15th Street S.W. Suite 102
 Auburn, USA 98001
 Phone: (800) 419-9663



CERTIFIED
 as an NMBC
MINORITY BUSINESS
ENTERPRISE
 by the NMSDC

IN THE EVENT THAT YOU HAVE AN AGREEMENT ("AGREEMENT") IN PLACE WITH ZONES, INC., THAT GOVERNS SALES, SUCH AGREEMENT SHALL GOVERN ANY SALE; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT WWW.ZONES.COM/TERMSOFSALE ("TERMS AND CONDITIONS"), SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF ANY SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN ANY OF CUSTOMER'S DOCUMENTS OR COMMUNICATIONS. ZONES EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES.

WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS, AND LOOK FORWARD TO SERVING YOU SOON! THANK YOU!

ZONES™

6/15/2018

Bill To:
COUNTY OF MONO
278 Main st
Bridgeport, CA 93517
Phone : (760) 932-5410

Ship To:
MULTIPLE DESTINATIONS

Account # 0071081933
Quote : K1038824
PO# :

Software prices subject to change
 Hardware quotes are valid for 7 business days
 Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES INC
PO Box 34740
Seattle WA 98124-1740

**PLEASE SEND PURCHASE
 ORDERS DIRECTLY TO YOUR
 ZONES INC ACCOUNT EXECUTIVE
 VIA FAX OR EMAIL**

Daniel Brown
Account Executive
Phone:(253) 205-3204
Fax:(253) 205-2204

Email:Daniel.Brown@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
003048714-NEW	5	CISCO SYSTEMS INC.	IP PHONE 8845 PERP	CP-8845-K9=	195.64	978.20
001229361-NEW	1	CISCO SYSTEMS INC.	Cisco 4451-X Integrated Services Router Voice Security Bundle - Router - GigE - rack-mountable	ISR4451-X-VSEC/K9	8506.11	8,506.11
002482832-NEW	1	CISCO SYSTEMS INC.	Cisco Fourth-Generation Network Interface Module - Voice / fax module - analog ports 4	NIM-4FXO	340.24	340.24
A 02969953 L VOL	1	CISCO SYSTEMS INC.	Cisco Unified Communications Manager Express or Survivable Remote Site Telephony - License - 100 users	FL-CME-SRST-100	782.56	782.56
001229361-NEW	1	CISCO SYSTEMS INC.	Cisco 4451-X Integrated Services Router Voice Security Bundle - Router - GigE - rack-mountable	ISR4451-X-VSEC/K9	8506.11	8,506.11
005311507-NEW	3	CISCO SYSTEMS INC.	SRST-25 Seat License (CME uses CUCME Phone License ONLY)	FL-CME-SRST-25	221.16	663.48
002482832-NEW	1	CISCO SYSTEMS INC.	Cisco Fourth-Generation Network Interface Module - Voice / fax module - analog ports 4	NIM-4FXO	340.24	340.24
002326801-NEW	1	CISCO SYSTEMS INC.	Cisco ISR 4331 Bundle with UC & Sec Lic, PVD4-32, CUBE-10	ISR4331-VSEC/K9	2211.59	2,211.59
005311507-NEW	1	CISCO SYSTEMS INC.	SRST-25 Seat License (CME uses CUCME Phone License ONLY)	FL-CME-SRST-25	221.16	221.16
005632219-NEW	1	CISCO SYSTEMS INC.	Cisco High-Density Analog Voice Service Module SM-X-8FXS/12FXO - Expansion module - FXS x 8 + FXO x 12 - for Cisco 4451-X ISR 4331, 4351	SM-X-8FXS/12FXO	1871.35	1,871.35
A 05448811 SPO	1	CISCO SYSTEMS INC.	COMMUNICATION MGR EXPRES SRST 5 SEAT LIC	FL-CME-SRST-5	57.84	57.84
002568500-NEW	1	CISCO SYSTEMS INC.	Cisco - Power supply (internal) - AC 100-240 V - 530 Watt - for ISR 4331	PWR-4330-POE-AC	170.12	170.12
002473991-NEW	1	CISCO SYSTEMS INC.	Cisco ISR 4321 - Unified Communications Bundle - router - GigE - WAN ports 2 - rack-mountable	ISR4321-V/K9	1053.06	1,053.06
002489170-NEW	1	CISCO SYSTEMS INC.	Cisco Fourth-Generation Network Interface Module - Voice / fax module - analog ports 2 - for ISR 4331, 4351	NIM-2FXO	170.12	170.12

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005311507-NEW	1	CISCO SYSTEMS INC.	SRST-25 Seat License (CME uses CUCME Phone License ONLY)	FL-CME-SRST-25	221.16	221.16
002473991-NEW	1	CISCO SYSTEMS INC.	Cisco ISR 4321 - Unified Communications Bundle - router - GigE - WAN ports 2 - rack-mountable	ISR4321-V/K9	1053.06	1,053.06
002489170-NEW	1	CISCO SYSTEMS INC.	Cisco Fourth-Generation Network Interface Module - Voice / fax module - analog ports 2 - for ISR 4331, 4351	NIM-2FXO	170.12	170.12
003090903-NEW	1	CISCO SYSTEMS INC.	Cisco Network Interface Module - Expansion module - Gigabit Ethernet (PoE+) x 8 - for Cisco 4451-X	NIM-ES2-8-P	323.23	323.23
A 05448811 SPO	1	CISCO SYSTEMS INC.	COMMUNICATION MGR EXPRES SRST 5 SEAT LIC	FL-CME-SRST-5	57.84	57.84
003453161-NEW	1	CISCO SYSTEMS INC.	Cisco - Power supply (internal) - for ISR 4321	PWR-4320-POE-AC	170.12	170.12
002473992-NEW	1	CISCO SYSTEMS INC.	Cisco ISR 4331 UC Bundle, PVD4-32, UC License, CUBEE10 (ISR4331-V/K9)/ IP Base License for Cisco ISR 4330 Series(SL-4330-IPB-K9)/ Unified Communication License for Cisco ISR 4330 Series (SL-4330-UC-K9)/ AC Power Supply for Cisco ISR 4330(PWR-4330-AC)/ Unified Border Element Enterprise License – 5 sessions x2(FL-CUBEE-5)/ Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR (SM-S-BLANK)/ 4G DRAM (2G+2G) for Cisco ISR 4330, 4350 (MEM-4300-4G)/ 4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard) (MEM-FLSH-4G)/ 32-channel DSP module (PVD4-32)/ Cisco ISR 4300 Series IOS XE Universal (SISR4300UK9-316S)/ AC Power Cord (North America), C13, NEMA 5- 15P, 2.1m (CAB-AC)/ Choose to assemble the PVD4 in a Voice bundle on T1/E1 card(USE-BUNDLED (PVD4))	ISR4331-V/K9	1701.22	1,701.22

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A 02969953 L VOL	1	CISCO SYSTEMS INC.	Cisco Unified Communications Manager Express or Survivable Remote Site Telephony - License - 100 users	FL-CME-SRST-100	782.56	782.56
005210802-NEW	1	CISCO SYSTEMS INC.	Cisco Fourth-Generation Network Interface Module - Voice / fax module - analog ports 4	NIM-4FXO	340.24	340.24
002473991-NEW	11	CISCO SYSTEMS INC.	Cisco ISR 4321 - Unified Communications Bundle - router - GigE - WAN ports 2 - rack-mountable	ISR4321-V/K9	1053.06	11,583.66
002489170-NEW	11	CISCO SYSTEMS INC.	Cisco Fourth-Generation Network Interface Module - Voice / fax module - analog ports 2 - for ISR 4331, 4351	NIM-2FXO	170.12	1,871.32
003090903-NEW	11	CISCO SYSTEMS INC.	Cisco Network Interface Module - Expansion module - Gigabit Ethernet (PoE+) x 8 - for Cisco 4451-X	NIM-ES2-8-P	323.23	3,555.53
A 05448811 SPO	1	CISCO SYSTEMS INC.	COMMUNICATION MGR EXPRES SRST 5 SEAT LIC	FL-CME-SRST-5	636.24	636.24
003453161-NEW	11	CISCO SYSTEMS INC.	Cisco - Power supply (internal) - for ISR 4321	PWR-4320-POE-AC	170.12	1,871.32
002326801-NEW	1	CISCO SYSTEMS INC.	Cisco ISR 4331 Bundle with UC & Sec Lic, PVD4-32, CUBE-10	ISR4331-VSEC/K9	2211.59	2,211.59
A 05448811 SPO	2	CISCO SYSTEMS INC.	COMMUNICATION MGR EXPRES SRST 5 SEAT LIC	FL-CME-SRST-5	57.84	115.68
002489170-NEW	1	CISCO SYSTEMS INC.	Cisco Fourth-Generation Network Interface Module - Voice / fax module - analog ports 2 - for ISR 4331, 4351	NIM-2FXO	170.12	170.12
001551225-NEW	1	CISCO SYSTEMS INC.	Cisco SM-X Layer 2/3 EtherSwitch Service Module - Switch - managed - 24 x 10/100/1000 (PoE+) - plug-in module - PoE+ - for Cisco 4451-X	SM-X-ES3-24-P	864.22	864.22
002568500-NEW	1	CISCO SYSTEMS INC.	Cisco - Power supply (internal) - AC 100-240 V - 530 Watt - for ISR 4331	PWR-4330-POE-AC	170.12	170.12
005167856-NEW	1	CISCO SYSTEMS INC.	Cisco Network Interface Module - Expansion module - FXS/DID x 2 - for Cisco 4451-X	NIM-2FXSP	170.12	170.12

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005210797-NEW	1	CISCO SYSTEMS INC.	Cisco - Memory - 16 GB 2 x 8 GB - for ISR 4331, 4351	MEM-4300-4GU16G	680.48	680.48
002446707-NEW	1	CISCO SYSTEMS INC.	Cisco upgrade from 4GB to 16GB - Flash memory card - 12 GB - CompactFlash - for ISR 4321, 4331, 4351	MEM-FLSH-4U16G	510.36	510.36
002473992-NEW	1	CISCO SYSTEMS INC.	Cisco ISR 4331 UC Bundle, PVD4-32, UC License, CUBEE10 (ISR4331-V/K9)/ IP Base License for Cisco ISR 4330 Series(SL-4330-IPB-K9)/ Unified Communication License for Cisco ISR 4330 Series (SL-4330-UC-K9)/ AC Power Supply for Cisco ISR 4330(PWR-4330-AC)/ Unified Border Element Enterprise License – 5 sessions x2(FL-CUBEE-5)/ Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR (SM-S-BLANK)/ 4G DRAM (2G+2G) for Cisco ISR 4330, 4350 (MEM-4300-4G)/ 4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard) (MEM-FLSH-4G)/ 32-channel DSP module (PVD4-32)/ Cisco ISR 4300 Series IOS XE Universal (SISR4300UK9-316S)/ AC Power Cord (North America), C13, NEMA 5- 15P, 2.1m (CAB-AC)/ Choose to assemble the PVD4 in a Voice bundle on T1/E1 card(USE-BUNDLED (PVD4))	ISR4331-V/K9	1701.22	1,701.22
001551225-NEW	1	CISCO SYSTEMS INC.	Cisco SM-X Layer 2/3 EtherSwitch Service Module - Switch - managed - 24 x 10/100/1000 (PoE+) - plug-in module - PoE+ - for Cisco 4451-X	SM-X-ES3-24-P	864.22	864.22
002489170-NEW	1	CISCO SYSTEMS INC.	Cisco Fourth-Generation Network Interface Module - Voice / fax module - analog ports 2 - for ISR 4331, 4351	NIM-2FXO	170.12	170.12
A 05448811 SPO	1	CISCO SYSTEMS INC.	COMMUNICATION MGR EXPRES SRST 5 SEAT LIC	FL-CME-SRST-5	57.84	57.84
002568500-NEW	1	CISCO SYSTEMS INC.	Cisco - Power supply (internal) - AC 100-240 V - 530 Watt - for ISR 4331	PWR-4330-POE-AC	170.12	170.12

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002315398-NEW	2	CISCO SYSTEMS INC.	Cisco ISR 4321 - Voice Security Bundle - router - GigE - WAN ports 2 - rack-mountable	ISR4321-VSEC/K9	1393.30	2,786.60
003090903-NEW	2	CISCO SYSTEMS INC.	Cisco Network Interface Module - Expansion module - Gigabit Ethernet (PoE+) x 8 - for Cisco 4451-X	NIM-ES2-8-P	323.23	646.46
003453161-NEW	2	CISCO SYSTEMS INC.	Cisco - Power supply (internal) - for ISR 4321	PWR-4320-POE-AC	170.12	340.24
005739124-NEW	10	CISCO SYSTEMS INC.	SRST - 1 SRST ENDPOINT-LIC	SRST-EP	10.21	102.10
004928704-NEW	2	CISCO SYSTEMS INC.	Cisco Network Interface Module - Expansion module - FXS/DID x 2 + FXO x 4 - for ISR 4221, 4321, 4331, 4351, 4431	NIM-2FXS/4FXOP	476.33	952.66
002489108-NEW	2	CISCO SYSTEMS INC.	Cisco - Memory - 8 GB 2 x 4 GB - for ISR 4321	MEM-4320-4GU8G	272.19	544.38
002489115-NEW	2	CISCO SYSTEMS INC.	Cisco upgrade from 4GB to 8GB - Flash memory card - 4 GB - CompactFlash - for ISR 4321, 4331, 4351	MEM-FLSH-4U8G	340.24	680.48
			KIRK HARTSTROM COUNTY OF MONO Bridgeport			
005792640-NEW	2	CISCO SYSTEMS INC.	Cisco SMARTnet extended service agreement	CON-SNT-BE6MM5K9	1334.75	2,669.50
002300111-NEW	44	CISCO SYSTEMS INC.	Cisco SMARTnet Software Support Service - Technical support - for Cisco Unified Communications Manager Business Edition 6000 Basic User (v. 10.x) - 1 user - phone consulting - 1 year - 24x7 - for P/N UCM-10X-BAS-UCL, UCM-11X-BAS-UCL	CON-ECMU-UCMUCBAS	48.20	2,120.80
005127158-NEW	1	CISCO SYSTEMS INC.	Cisco SMARTnet Software Support Service - Technical support - for BE-11X-UWLS-STR - phone consulting - 1 year - 24x7 - for P/N BE-11X-UWLS-STR	CON-ECMU-BE11WXUR	1606.85	1,606.85

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003354505-NEW	201	CISCO SYSTEMS INC.	Cisco SMARTnet Software Support Service - Technical support - for UCM-11X-UWLSTD - phone consulting - 1 year - 24x7 - for P/N UCM-11X-UWLSTD	CON-ECMU-UCM11STD	125.35	25,195.35
002246806-NEW	37	CISCO SYSTEMS INC.	Cisco SMARTnet Software Support Service - Technical support - for UCM-10X-ENH-UCL - phone consulting - 1 year - 24x7 - for P/N UCM-10X-ENH-UCL, UCM-11X-ENH-UCL	CON-ECMU-UCMENHUC	77.15	2,854.55
002246804-NEW	22	CISCO SYSTEMS INC.	Cisco SMARTnet Software Support Service - Technical support - for Cisco Unity Connection - phone consulting - 1 year - 24x7 - for P/N UCN-10X-VM-UCL, UCN-11X-VM-UCL	CON-ECMU-UCN10XVM	28.90	635.80
003354505-NEW	10	CISCO SYSTEMS INC.	Cisco SMARTnet Software Support Service - Technical support - for UCM-11X-UWLSTD - phone consulting - 1 year - 24x7 - for P/N UCM-11X-UWLSTD	CON-ECMU-UCM11STD	125.35	1,253.50
004191913-NEW	1	CISCO SYSTEMS INC.	Cisco SMARTnet Solution Support - Extended service agreement - replacement - 8x5 - response time NBD - for P/N ISR4451-X-VSEC/K9, ISR4451XVSEC/K9-RF	CON-SSSNT-ISR41-X	10846.29	10,846.29
004191913-NEW	1	CISCO SYSTEMS INC.	Cisco SMARTnet Solution Support - Extended service agreement - replacement - 8x5 - response time NBD - for P/N ISR4451-X-VSEC/K9, ISR4451XVSEC/K9-RF	CON-SSSNT-ISR41-X	10846.29	10,846.29
004207037-NEW	1	CISCO SYSTEMS INC.	Cisco SMARTnet Solution Support - Extended service agreement - replacement - 8x5 - response time NBD - for P/N ISR4331R-VSEC/K9, ISR4331-VSEC/K9, ISR4331-VSEC/K9-RF, ISR4331-VSEC/K9-WS	CON-SSSNT-ISR4331	3159.09	3,159.09
002489106-NEW	1	CISCO SYSTEMS INC.	Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time NBD - for P/N ISR4321R-V/K9, ISR4321-V/K9, ISR4321-V/K9-RF, ISR4321-V/K9-WS	CON-SNT-ISR4321V	1224.40	1,224.40

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002489106-NEW	1	CISCO SYSTEMS INC.	Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time NBD - for P/N ISR4321R-V/K9, ISR4321-V/K9, ISR4321-V/K9-RF, ISR4321-V/K9-WS	CON-SNT-ISR4321V	1224.40	1,224.40
004165761-NEW	1	CISCO SYSTEMS INC.	Cisco SMARTnet Solution Support - Extended service agreement - replacement - 8x5 - response time NBD - for P/N ISR4331R-V/K9, ISR4331R-VSEC/K9, ISR4331-VSEC/K9-RF, ISR4331-VSEC/K9-WS	CON-SSSNT-ISR4331V	2767.01	2,767.01
002489106-NEW	11	CISCO SYSTEMS INC.	Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time NBD - for P/N ISR4321R-V/K9, ISR4321-V/K9, ISR4321-V/K9-RF, ISR4321-V/K9-WS	CON-SNT-ISR4321V	1224.40	13,468.40
003633527-NEW	1	CISCO SYSTEMS INC.	Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time NBD - for P/N ISR4331R-VSEC/K9, ISR4331-VSEC/K9, ISR4331-VSEC/K9-RF, ISR4331-VSEC/K9-WS	CON-SNT-ISR4331VS	2256.05	2,256.05
004188324-NEW	1	CISCO SYSTEMS INC.	Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time NBD - for P/N ISR4331R-V/K9, ISR4331R-VSEC/K9, ISR4331-VSEC/K9-RF, ISR4331-VSEC/K9-WS	CON-SNT-ISR4331V	1976.45	1,976.45
002489176-NEW	2	CISCO SYSTEMS INC.	Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time NBD - for P/N ISR4321R-VSEC/K9, ISR4321-VSEC/K9, ISR4321-VSEC/K9-RF, ISR4321-VSEC/K9-WS	CON-SNT-IR4321VS	1423.70	2,847.40
005949040-NEW	10	CISCO SYSTEMS INC.	Cisco Smart Net Total Care Software Support Service - Technical support - for SRST-EP - phone consulting - 1 year - 24x7 - for P/N SRST-EP	CON-ECMU-SRSTGTEP	12.86	128.60
004713890-NEW	4	IMAGICLE S.P.A	Basic 1 year for 1 apps (up to 07 Mar 2018)	IMCAREB-1S	717.70	2,870.80
			KIRK HARTSTROM COUNTY OF MONO Bridgeport			
O 00162805 SPO N	1	ZONES INC (ITD)	Zones services	O 00162805 SPO	37505.53	37,505.53

ZONES INC
1102 15th Street S.W. Suite 102
Auburn, USA 98001
Phone: (800) 419-9663



CERTIFIED
as an NMBC
MINORITY BUSINESS
ENTERPRISE
by the NMSDC

IN THE EVENT THAT YOU HAVE AN AGREEMENT ("AGREEMENT") IN PLACE WITH ZONES, INC., THAT GOVERNS SALES, SUCH AGREEMENT SHALL GOVERN ANY SALE; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT WWW.ZONES.COM/TERMSOFSALE ("TERMS AND CONDITIONS"), SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF ANY SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN ANY OF CUSTOMER'S DOCUMENTS OR COMMUNICATIONS. ZONES EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES.

WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS, AND LOOK FORWARD TO SERVING YOU SOON! THANK YOU!

ZONES™

6/15/2018

Bill To:
COUNTY OF MONO
278 Main st
Bridgeport, CA 93517
Phone : (760) 932-5410

Ship To:
MULTIPLE DESTINATIONS

Account # 0071081933
Quote : K1038824
PO# :

Software prices subject to change
Hardware quotes are valid for 7 business days
Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES INC
PO Box 34740
Seattle WA 98124-1740

**PLEASE SEND PURCHASE
ORDERS DIRECTLY TO YOUR
ZONES INC ACCOUNT EXECUTIVE
VIA FAX OR EMAIL**

Daniel Brown
Account Executive
Phone:(253) 205-3204
Fax:(253) 205-2204

Email:Daniel.Brown@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
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ASK US ABOUT

Installation Services

On-site Technical Services and Hourly Service Rates

Remote Help Desk and Remote Network OS Support

Sub-Total: \$269,493.98

Estimated Sales Tax: \$10,267.57

Shipping: \$0.00

Grand Total: \$279,761.55

Visit us on the web: <http://www.zones.com>

Numerous Financing & Leasing Options Available

Contact Us Today At Leasing@Zones.com To Get The Conversation Started

ZONES INC
1102 15th Street S.W. Suite 102
Auburn, USA 98001
Phone: (800) 419-9663



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WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS, AND LOOK FORWARD TO SERVING YOU SOON! THANK YOU!

DOCUMENTATION INSTRUCTIONS FOR LEASE NUMBER _____

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

I. STATE AND GOVERNMENT LEASE-PURCHASE AGREEMENT

1. Bank Qualification Section

- Read and check box if appropriate

2. Lessee Signature

- Print name, title, sign and date (must be authorized officer)

II. ATTACHMENT 1 — LEASE PAYMENT SCHEDULE

- Print name, title, sign and date

III. ATTACHMENT 2 — EQUIPMENT DESCRIPTION — (WHEN PROVIDED)

- Print name, title, sign and date

IV. STATE SPECIFIC ADDENDA

Required for: AR, AZ, CO, FL, GA, KS, LA, MI, MN, MS, NC, NJ, NY, OH, OK, & TX

- Print name, title, sign, date and attest when required

V. ACCEPTANCE CERTIFICATE – PLEASE RETAIN UNTIL ALL EQUIPMENT HAS BEEN RECEIVED AND IS IN FULL WORKING ORDER

- Print name, title, sign and date

VI. 8038 OR GC — IRS FORM

The enclosed form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in accordance with the Internal Revenue Service regulations and is a requirement of this financing.

VII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING — (WHEN APPLICABLE):

- Insurance Certificate for Property** – List DE LAGE LANDEN PUBLIC FINANCE LLC _____ and/or Its Assigns as “loss payee” to the address listed below. The certificate must also show the physical address where the equipment is located or the phrase “throughout jurisdiction” may be used. Must also list amount being financed.
- Insurance Certificate for Liability** – List DE LAGE LANDEN PUBLIC FINANCE LLC _____ and/or Its Assigns as “additional insured.”
- Vendor invoice** listing customer as both bill to and ship to party (to be provided by vendor)
- Completed Billing Information form**
- Advance payment check** made payable to DE LAGE LANDEN PUBLIC FINANCE LLC _____
- State sales tax exemption certificate**
- Escrow Agreement** – Return signed Escrow Agreement Incumbency Certificate & Lessee W9
- _____
- _____

ALL DOCUMENTATION SHOULD BE RETURNED VIA FAX OR EMAIL AS FOLLOWS:

Attention: _____

Email: _____

Lease Processing Center
1111 Old Eagle School Road
Wayne, PA 19087

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220
FACSIMILE: (800) 700-4643

LESSEE	Full Legal Name COUNTY OF MONO	Phone Number
	DBA Name (if any)	Purchase Order Requisition Number
	Billing Address 278 MAIN ST	City BRIDGEPORT
		Zip 93517
		Send Invoice to Attention of:

EQUIPMENT INFORMATION	Equipment Make	Model No	Serial Number	Description (Attach Separate Schedule If Necessary)
				SEE ZONES QUOTE# K1050286 FOR EQUIPMENT DESCRIPTION
	Equipment Location (if not same as above)	City	State	Zip

PAYMENT INFORMATION	Number of Lease Payments 5	Lease Payments
	Full Lease Term (in Months) 60	See Lease Payment Schedule Attached as Attachment 1
		Payment Frequency
		<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input checked="" type="checkbox"/> Annually <input type="checkbox"/> Other _____
		End of Lease Option \$1

BANK QUALIFICATION	<p>By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000.</p>
	<input type="checkbox"/> Bank Qualification Elected

TERMS AND CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

1. **LEASE.** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. **TERM.** This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. **THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.**

3. **LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

4. **CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. **NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peacefully deliver the Equipment to US at the location or locations specified by US.

6. **WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. **DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the reverse side of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.	
	The Equipment is:	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED
	Signature	Date
	Title	
	Print Name	
	Legal Name of Corporation COUNTY OF MONO	(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)

LESSOR	Lessor Signature	Date
	Print Name	
	Title	
	For	DE LAGE LANDEN PUBLIC FINANCE LLC
	Lease Number	PUB 17817
	Lease Date	JUNE 20, 2018
	Vendor I.D. Number	

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

10. ASSIGNMENT. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

12. INDEMNITY. WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries relating to the Equipment. This indemnity will continue even after the termination of this Lease.

13. TAXES. YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US; (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon

at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOU need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. UCC - ARTICLE 2A PROVISIONS. YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation Sections 103, 141, 148 and 149 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU acknowledge that these provisions of the Code provide restrictions on the use of the Equipment and the expenditure and investment of money related to this Lease. YOU agree to insure the timely and accurate filing of IRS Form 8038-G or Form 8038-GC, as applicable, as required by the Code, and will fully cooperate with US to insure such timely and accurate filing.

22. BANK QUALIFICATION. If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

25. FACSIMILE DOCUMENTATION. YOU agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.

26. ROLE OF LESSOR. WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC
 LESSEE: COUNTY OF MONO
 LEASE NUMBER: PUB 17817
 LEASE DATE: JUNE 20, 20 18

Payment Number	Payment Date	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	6/29/2018	-	-	-	239,536.87	-
1	7/29/2018	47,907.38	0.00	47,907.38	191,629.49	196,707.67
2	7/29/2019	47,907.38	0.01	47,907.37	143,722.12	147,530.76
3	7/29/2020	47,907.38	0.01	47,907.37	95,814.75	98,353.84
4	7/29/2021	47,907.38	0.01	47,907.37	47,907.38	49,176.93
5	7/29/2022	47,907.38	0.00	47,907.38	0.00	0.00
Grand Totals	-	239,536.90	0.03	239,536.87	-	-

Sales tax of _____ is included in the financed amount shown above.

LESSEE ACKNOWLEDGES THAT THE AMOUNT FINANCED BY LESSOR IS \$219,542.56* AND THAT SUCH AMOUNT, NET OF ANY ADVANCE PAYMENTS, IS THE ISSUE PRICE FOR FEDERAL INCOME TAX PURPOSES. THE YIELD FOR THIS SCHEDULE FOR FEDERAL INCOME TAX PURPOSES IS 4.465%*. SUCH ISSUE PRICE AND YIELD WILL BE STATED IN THE APPLICABLE IRS FORM 8038-GC.

INTEREST RATE INDEXATION: The interest rate reflected herein is provided as an indication only and may need to be revised prior to closing. The Lessor will make reasonable efforts to maintain the rate presented herein. However, the rate may need to be revised prior to closing due to change in law or market conditions. In the event that market interest rates increase prior to the date of closing (which causes an increase in the Lessor's cost of funds), the interest rate will be indexed to reflect adjustments to the Lender's actual cost of funds due to market and legal changes incurred since the date of this documentation.

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

09PFDOC155v2

MUNICIPAL AUTHORIZATION

Date: _____

Reference is made to the lease, loan, rental and/or other financial agreement (the "Finance Agreement") dated JUNE 20, 2018 between DE LAGE LANDEN PUBLIC FINANCE LLC (herein called "Creditor") and COUNTY OF MONO (herein called "Obligor") for the financing of SEE ZONES QUOTE# K1050286 FOR (equipment description).

The undersigned acknowledge in connection with the negotiation, execution and delivery of the Finance Agreement and other related documents by and between Creditor and Obligor (collectively the "Documents"):

1. The Finance Agreement set forth above and any Documents executed in connection therein have been duly authorized, executed and delivered by the Obligor and constitutes a valid, legal and binding agreement enforceable in accordance with its terms. Additionally, I do hereby certify on behalf of Obligor, that the individual who signed the Finance Agreement and any related Documents is authorized to execute and deliver such to Creditor.
2. All required Procurement and approval procedures, including but not limited to public bidding procedures regarding the award of the Finance Agreement have been followed by the Obligor and no further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or performance by Obligor of the Finance Agreement contemplated hereby.
3. Except as provided in the Finance Agreement or the Documents, Obligor has no authority (statutory or otherwise) to terminate the Finance Agreement prior to the end of its term for any reason other than non-appropriation of funds to pay the Finance Agreements Payments for any fiscal period during the term of the Finance Agreement.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

The undersigned by signing below hereby affirms the statements made above are based upon the undersigned's personal knowledge, and as to those matters, believes the information to be true and correct.

CREDITOR SIGNATURE	Creditor Name <u>DE LAGE LANDEN PUBLIC FINANCE LLC</u> Signature X _____ Print Name _____ Title _____
OBLIGOR SIGNATURE	Obligor Name <u>COUNTY OF MONO</u> Signature X _____ Print Name _____ Title _____
OBLIGOR SIGNATURE	Obligor Name <u>COUNTY OF MONO</u> Signature X _____ Print Name _____ Title _____

17DLL1128

ESSENTIAL USE QUESTIONNAIRE

Lessee Contact Name / Position: _____ Phone Number: _____

1) Please clarify legal name of proposed lessee? COUNTY OF MONO

2) Is any equipment to be leased replacing any existing equipment? (If No, proceed to question 3) Yes No

What percentage of the equipment to be leased is replacement? _____ %

How long was the existing equipment in use? 1-3 yrs 3-5 yrs 5+ yrs

Why is the existing equipment being replaced? _____

3) For what purpose is the equipment being acquired? (Provide detail as to which department(s) and the expected use of the equipment)

4) Was the equipment/lease placed for competitive bid? Yes No

If No, why was a bid not required?

Covered under state contract (Contract name and # _____)

Size of transaction does not require competitive bid (What documentation _____)

Transaction exempt from bidding process pursuant to current statutes (statute # _____)

(Please attach copy of statute if available)

Other _____

5) What is the source of funds for repayment of this obligation?

Local Property Taxes

State Unrestricted Revenues

Federal Financial Assistance

Chapter I

Chapter II

Other _____

Other _____

6) Are the funds to be used for repayment of this obligation appropriated and encumbered in an approved budget? Yes No

If No, why is the obligation not included in an approved budget? _____

7) Why do you expect funds to continue to be appropriated in the future for repayment of this obligation? _____

To the best of your knowledge, have you ever non-appropriated funds in the past? Yes No

If Yes, please provide details _____

8) What is required on the Invoice for prompt payment? _____

Completed By:

Signature: _____ Date: _____

Print Name: _____ Phone: _____

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for DE LAGE LANDEN PUBLIC FINANCE LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: _____

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

***YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM**
Subject line will read: Your Lease Direct Invoice is ready to view online!

Billing Address: _____

Attention: _____

Telephone Number: _____

FEDERAL ID#: _____

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? **If yes, please provide PO#** _____ YES NO

Is a new purchase order required for each new fiscal period? YES NO

If yes, provide month/year PO expires _____

Are you sales tax exempt? **If yes, please attach a copy of exempt certificate or direct pay permit.** YES NO

Do you require any special information to establish a vendor number for _____? YES NO

If yes, please advise: _____

Additional Comments: _____

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS (required for all State and Local Government transactions)

Contact Name: _____

Title: _____

Contact Address: _____

Contact Telephone Number: _____

Email Address: _____

If you have further questions, please consult your regular bond or legal counsel.

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
 ▶ See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	3
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.	
11 Education	XXXXXX
12 Health and hospital	XXXXXX
13 Transportation	XXXXXX
14 Public safety	XXXXXX
15 Environment (including sewage bonds)	XXXXXX
16 Housing	XXXXXX
17 Utilities	XXXXXX
18 Other. Describe ▶	XXXXXX
19 If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>
If obligations are BANs, check only box 19b	<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box	<input type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	XXXXXX	\$ XXXXXX	\$ XXXXXX	XXXXXX years	XXXXXX %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	XXXXXX
23 Issue price of entire issue (enter amount from line 21, column (b))	XXXXXX
24 Proceeds used for bond issuance costs (including underwriters' discount)	XXXXXX
25 Proceeds used for credit enhancement	XXXXXX
26 Proceeds allocated to reasonably required reserve or replacement fund	XXXXXX
27 Proceeds used to currently refund prior issues	XXXXXX
28 Proceeds used to advance refund prior issues	XXXXXX
29 Total (add lines 24 through 28)	XXXXXX
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	XXXXXX

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	XXXXXX years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	XXXXXX years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	XXXXXX
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	XXXXXX

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35** XXXXXXX
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) **36a** XXXXXXX
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37** XXXXXXX
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b** Enter the date of the master pool obligation ▶ _____
 - c** Enter the EIN of the issuer of the master pool obligation ▶ _____
 - d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶
- 41a** If the issuer has identified a hedge, check here and enter the following information:
 - b** Name of hedge provider ▶ _____
 - c** Type of hedge ▶ _____
 - d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	XX	Date	SAMPLE DOCUMENT	
	Signature of issuer's authorized representative		Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶			Firm's EIN ▶
	Firm's address ▶			Phone no.

Instructions for Form 8038-G

(Rev. September 2011)

Information Return for Tax-Exempt Governmental Obligations



Department of the Treasury
Internal Revenue Service

Section references are to the Internal Revenue Code unless otherwise noted.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
\$100,000 or more	A separate Form 8038-G for each issue
Less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales



For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust

indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, Midwestern tax credit bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G, send an email to the IRS at TaxExemptBondQuestions@irs.gov and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

Definitions

Tax-exempt obligation. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** \$5 million.

Issue price. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, and
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed

return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the date on which the issuer physically

exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in a MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Obligations

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

Line 28. Enter the amount of the proceeds that will be used to pay

principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. Enter the amount of the proceeds of this issue used to make a loan to another governmental unit, the interest of which is tax-exempt.

Line 38. If the issue is a loan of proceeds from another tax-exempt issue, check the box and enter the date of issue, EIN, and name of issuer of the master pool obligation.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes

the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the

return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us

the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAP:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.

SAMPLE



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 17, 2018

Departments: Finance

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Megan Mahaffey, Patricia Robertson

SUBJECT Home Investment Partnerships Program - HOME Grant Application

AGENDA DESCRIPTION:

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

The 2018 Home Investment Partnership Program (HOME) Notice of Funding Availability (NOFA) was released in June with \$72 million in funds. Staff recommends partnering with Mammoth Lakes Housing on an application for the Mono County First Time Homebuyer Program in amount of \$500,000.

RECOMMENDED ACTION:

Approve Resolution R18-___, Authorizing the submittal of an application for funding under the Home Investment Partnerships Program (HOME) and if selected the execution of a Standard Agreement and amendments thereto and of any related documents necessary to participate in the HOME Investment Partnerships Program to fund the Mono County First Time Homebuyer Program.

FISCAL IMPACT:

Potential funding for First Time Homebuyer Program.

CONTACT NAME: Megan Mahaffey

PHONE/EMAIL: 760-924-1836 / mmahaffey@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Application

History

Time	Who	Approval
7/11/2018 11:10 AM	County Administrative Office	Yes
7/11/2018 11:55 AM	County Counsel	Yes
7/11/2018 11:03 AM	Finance	Yes



**DEPARTMENT OF FINANCE
AUDITOR-CONTROLLER
COUNTY OF MONO**

Stephanie M. Butters
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM
Director of Finance

*P.O. Box 556
Bridgeport, California 93517
(760) 932-5490
Fax (760) 932-5491*

Date: July 17, 2018

To: Honorable Board of Supervisors

From: Patricia Robertson - Mammoth Lakes Housing
Megan Mahaffey - Mono County, Finance
Janet Dutcher - Mono County, Finance

Re: Grant Application - Home Investment Partnerships Program Notice of Funding Availability 2018

Recommended Action: Approve Resolution R18-XX authorizing the submittal of an application to the California State Department of Housing and Community Development Department for funding under the Home Investment Partnerships Program (HOME) and if selected the execution of a Standard Agreement and amendments thereto and of any related documents necessary to participate in the HOME Program to fund the Mono County First Time Homebuyer Program.

Fiscal Impact: The HOME application will be for \$500,000 to provide funding for the Mono County First Time Homebuyer Program. The Mono County HOME loan portfolio consists of seven loans for a total valuation of \$877,327, each ranging from \$54,100 – \$173,000. These seven loans have leveraged more than \$1.098 million in private financing for a total of \$2.019 million in real estate investment in Bridgeport, June Lake, Mono City, Lee Vining, and Crowley Lake. No homes have been lost to foreclosure.

Strategic Plan: Enhance quality of life for county residents by addressing the housing crisis through public assistance and development of programs.

Background: The Mono County First Time Homebuyer Program began in 2006 and has been funded with grant programs through the State of California Department of Housing and Community Development. Mono County applied for and was awarded a HOME grant in response to the 2013 HOME Notice of Funding Availability (NOFA) for the program in the amount of \$700,000. Prior to 2013, Mono County was awarded a HOME grant in response to the 2009 NOFA in amount of \$800,000 and 2006 in amount of \$800,000.

Discussion:

The First Time Homebuyer Program, operated by Mammoth Lakes Housing and funded through the 2013 HOME award, allowed four local families to buy homes: one in Crowley Lake, one in Bridgeport, and two in June Lake. These families have household members that work in the recreation, food service, hospitality, arts, and construction industries. The loans for the last grant award ranged from \$54,100 – \$173,000.

There are currently no funds available in unincorporated Mono County for the First Time Homebuyer program. Mono County applied under both the 2016 HOME NOFA and the 2017 CDBG NOFA for additional funding for this program but was not awarded. Competitiveness for these funding sources has increased substantially. The 2018 HOME NOFA was released in June with \$72 million in funds for the Home Investment Partnership Program. Staff would like to partner with Mammoth Lakes Housing on an application for submission by August 6, 2018. If awarded Mammoth Lakes Housing would operate the Mono County First Time Homebuyer Program with Administrative oversight from Mono County staff.

Attachment:

1. HOME 2018 NOFA – Grant application
2. Resolution draft 18-XX



R18-__

**RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING
UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM; AND IF
SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY
AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY
TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIPS PROGRAM**

WHEREAS, the California Department of Housing and Community Development (the “Department”) is authorized to allocate HOME Investment Partnerships Program (“HOME”) funds made available from the US Department of Housing and Urban Development (“HUD”). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations as set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200; and

WHEREAS, on June 8, 2018, the Department issued a 2018 Notice of Funding Availability announcing the availability of funds under the HOME Program (the “NOFA”); and

WHEREAS, in response to the 2018 NOFA, The County of Mono, a Subdivision of the State of California (the “Applicant”) wishes to apply to the Department for, and receive an allocation of, HOME funds.

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

SECTION ONE: In response to the 2018 NOFA, the Applicant shall submit an application to the Department to participate in the HOME program and for an allocation of funds

1 for five hundred thousand dollars (\$500,000) for the following activities and/or programs to be
2 located in the jurisdictional boundaries of the County of Mono.

3
4 **SECTION TWO:** If the application for funding is approved, then the Applicant hereby
5 agrees to use the HOME funds for eligible activities in the manner presented in its application as
6 approved by the Department in accordance with the statutes and regulations cited above. The
7 Applicant may also execute a standard agreement, any amendments thereto, and any and all other
8 documents or instruments necessary or required by the Department of HUD for the participation
9 in the HOME program (collectively, the required documents).

10
11
12 **SECTION THREE:** The applicant authorizes the County Finance Director or his/her
13 designee(s) to execute, in the name of the applicant, the required documents.

14
15 **PASSED, APPROVED and ADOPTED** this 17th day of August, 2018, by the following
16 vote, to wit:

17 **AYES:**

18 **NOES:**

19 **ABSENT:**

20 **ABSTAIN:**

21
22 _____
Bob Gardner, Chair
Mono County Board of Supervisors

23
24 **ATTEST:**

APPROVED AS TO FORM:

25
26
27 _____
Clerk of the Board

28 _____
County Counsel

Instructions for completing Exhibits A2 through A4 containing all the necessary elements to meet the Department’s language requirements follows the Applicant Checklist. Exhibit A1 is found in the Part A Program Activity Application Summary.

EXHIBIT AC

APPLICANT CHECKLIST

Check if Applicable	Check if Included	Part, or Exhibit #	Part, Section, or Exhibit Title
X	X	AC	Applicant Checklist
X	X	Part A	Application Summary Sections I - VII (Sections VIII and IX are Exhibits A1 and A2)
X	X	A1	Rural Calculations/Certification (found in “Program Activities Application Summary” Section VIII)
X	X	A2	Reporting History (found in “Program Activities Application Summary” Section IX)
X	X	A3	Authorized Signatory Identity Form
X	X	A4	Governing Board Resolution—Applicant
		A5	2 CFR 200.512 Single Audit Report Exemption Letter (State Recipients Only, if applicable). See Section XXIII of the NOFA for more information.
X	[X]	A6	FTHB programs applicants must submit documentation (i.e. – deed of trust, regulatory agreement, etc.) showing specific recapture provisions per HUD requirement.



Part A - Program Activities Summary Application

HOME Investment Partnerships Program

I.A. Applicant Information

Applicant

Name: Mono County

Address: PO BOX 347 / 437 Old Mammoth Rd. Suite P

City: Mammoth Lakes

County: Mono

Zip Code: 93546

Entity Type: CHDO City/County

PJ/Consortia Member

Applicant Website Address: https://monocounty.ca.gov/

Applicant

DUNS #: 47940205

Applicant

EIN #: 95-600-5661

I.B. Authorized Representative Information

Mr. Ms. Mrs. Other _____

First Name: Janet

MI: _____

Last Name: Dutcher

Job Title: Finance Director

Check if address is the same as Applicant, and fill in phone, fax and E-mail

Address: _____

City: _____

Zip Code: _____

Phone: _____

Ext: _____

Fax: _____

E-mail: _____

I.C. Applicant Contact Information (do not list admin sub or subrecipient)

Check if the same as Authorized Representative and go to next section

Mr. Ms. Mrs. Other _____

First Name: Megan

MI: _____

Last Name: Mahaffey

Job Title: Accountant

Contact's

Organization: Mono County

Address: PO BOX 347 / 437 Old Mammoth Rd. Suite P

City: Mammoth Lakes

Zip Code: 93546

Phone: 760-924-1836

Ext: _____

Fax: 760-924-1801

E-mail: mmahaffey@mono.ca.gov

**Part A
Application Summary**

II. Expenditure Percentage/Maximum Application Amount

List all HOME PROGRAM ACTIVITIES contracts for years indicated

"Drawn Amount" equals total of these contracts' valid
 IMPORTANT: draws (and TBRA project setups) received at HCD by 5
 p.m. as of the due date of the June 2018 HOME NOFA
 application.

	HOME Contract #	Original Allocation Amount	Drawn Amount	Expenditure %
16-HOME-				
15-HOME-				
14-HOME-				
	TOTAL	\$0	\$0	0.00%

The overall expenditure percentage determines the maximum amount that can be applied for, as follows:

Expenditure rate on 2014-2016 HOME Program Activities contracts	Maximum Application Amount
60% or more	\$1,000,000
55 – 59.99%	\$700,000
50 – 54.99%	\$500,000
No open contracts	\$500,000

Maximum Application Amount based on Total Expenditure Percentage:

\$500,000

Part A
Program Activities Summary Application

III. Funding by Activity

III.A. Activity

A. Activity	B. Activity Funds Amount	C. Administration Amount	D. Activity Total ¹
First-Time Homebuyer Program (including Infill New Construction and Acquisition with Rehabilitation)	\$487,500.00	\$12,500.00	\$500,000.00
Owner-Occupied Rehabilitation Program	\$0.00	\$0.00	
Tenant-Based Rental Assistance Program	\$0.00	\$0.00	
Total:	\$487,500.00	\$12,500.00	\$500,000.00

III.B. HOME Program Income/Recaptured Funds

Program Income/Recaptured Funds balance as of December 31, 2017	<input type="text" value="\$0"/>
Program Income/Recaptured Funds received in the last 12 Months	<input type="text" value="\$0"/>

Part A
Program Activities Summary Application

IV. Proposed Other Funding Sources

A. Name of HOME Activity	B. Name of Source	C. Funding Source Code*	D. Source Type	E. Match	F. Total Dollar Amount
FTHB	RPM Mortgage	R	Private	No	\$ 194,000.00
FTHB	CTC Financial	R	Private	No	\$ 194,000.00
FTHB	USDA	9	Federal	No	\$ 195,000.00
FTHB	Homebuyer Contribution	S	Private	No	\$ 18,000.00
Proposed Other Funding Total					\$601,000

Part A
Program Activities Summary Application

V. Unit Information

A. Activity	B. HOME-Assisted Units	C. Total Units	D. Target Population ¹
First-Time Homebuyer Program	3	3	4,7,16
Owner-Occupied Rehabilitation Program			
Tenant-Based Rental Assistance Program			

¹From the list in Table VI, enter the designated number for any target populations that will be served by your project.

VI. Target Populations

- | | |
|------------------------|----------------------------------|
| 1. Physically Disabled | 9. Seniors |
| 2. Persons with AIDS | 10. Mentally Ill |
| 3. Youths | 11. Veterans |
| 4. Single Adults | 13. Victims of Domestic Violence |
| 5. Single Men | 12. Substance Abusers |
| 6. Single Women | 14. Dually-Diagnosed |
| 7. Families | 15. Homeless |
| 8. Farmworker | 16. Other |

PART A
Program Activities Summary Application

VII. Legislative Information

	District #	First Name	Last Name
Assembly	5	Frank	Bigelow
Senate	8	Tom	Berryhill
Congress	8	Paul	Cook

	District #	First Name	Last Name
Assembly			
Senate			
Congress			

	District #	First Name	Last Name
Assembly			
Senate			
Congress			

Part A
Program Activities Summary Application

VIII. Applicant Certification and Commitment of Responsibility

The person authorized in the resolution must also certify to knowledge of the responsibilities assumed when contracting with the State for HOME funds. The individual must also certify that the information, statements, and attachments contained in the application are, to the best of their knowledge and belief, true and correct. By signing this certification, the applicant is also authorizing the Department to contact any agency that may assist in determining applicant capability, whether or not that agency is named in the application.

The HOME funding allocation, the County of Mono (applicant name) assumes the responsibilities specified in the HOME Regulations.

1. It possesses the legal authority to apply for the allocation and to execute the proposed program or project;
2. It has resolved any audit findings for prior Department or federally-funded housing or community development projects or programs to the satisfaction of the Department or federal agency by which the finding was made;
3. It is not currently suspended or debarred from receiving federal funds;
4. It is currently in compliance with the submittal requirements of Office of Management and Budget Circular 2 CFR 200.512 (formerly A-133), pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act amendments of 1996, P.L. 104-156;
5. There are no pending lawsuits that would impact the implementation of this program;
6. It will follow the State Relocation Plan and the federal Uniform Relocation Act requirements;
7. It will comply with all statutes and regulations governing the HOME Program;
8. It will comply with all State and federal requirements;
9. It has staff available or has committed to hiring staff able to operate a local HOME program or project and oversee the work of an administrative subcontractor or subrecipient, if any;
10. It will use HOME funds as grants solely for authorized activities;
11. If a CHDO, that it is currently certified or that it has submitted an application for certification, and that its organization is currently in compliance with section 8204.1 of the State HOME Regulations including:
 - Its certified service areas include the jurisdiction for which their proposed activity is located;
 - Its board composition complies with and will continue to comply with the requirements for CHDOs in the definition contained in 24 CFR Section 92.2;
 - The purpose of the organization complies with 24 CFR 92.2; and
 - It is not a public body nor is it controlled by, or under the direction of, a public body, or individuals or entities seeking to derive profit or gain from the organization.
12. If a CHDO, it will fulfill the role of sole project developer in the administration of the proposed activity/ies.

I authorize the Department of Housing and Community Development to contact any agency, whether or not named in this application, which may assist in determining the capability of the Applicant. All information contained in this application is acknowledged to be public information. **(This certification must be signed by the person authorized in the Resolution)**

Signature _____

Title Finance Director

Type Name Janet Dutcher

Date _____

2017 NOFA HOME Reporting History

INSTRUCTIONS:

1. A HOME Annual Performance Report (APR) is due by every July 31 after the first HOME contract is received, so enter all APR submittal dates below, regardless of when last HOME contract was received.
2. Fill in all HOME Program Activities contract numbers starting with 14, 15 or 16.
3. Fill in all HOME Program Activities contract numbers starting with 14, 15 or 16.
4. Indicate the date each quarterly report was e-mailed to the HOME Program.
Please note that most city and county HOME Project contracts have Quarterly Program Income reporting that starts in a different quarter than with HOME Program Activities Contracts.

VERY IMPORTANT: Attach to this form a printout of each e-mail to HOME in which quarterly and annual reports were transmitted, as evidence of the submittal date entered below. Even if HCD has evidence of reports received on time, no credit will be given for any report without a supporting printout attached in this NOFA application. There will be no appeal process.

If necessary, before you submit your application, ask your HOME Program Activities Representative to e-mail to you evidence that a particular report was e-mailed to HOME.

HOME Project Contracts:

- 16-HOME- First Program Income (P.I.) Report due for cities and counties for April - June 2017
- 15-HOME- First P.I. Reports due for Oct. - Dec. 2015 if executed in 9/2015 or 10/2015; OR due for Jan. - Mar. 2016 if executed in 11/2015
 Date Executed by HCD:
- 14-HOME- First P.I. Reports due for cities and counties for Oct. - Dec. 2014 if executed in 11/2014; OR due for Jan. - Mar. 2015 if executed between 12/1/2014 and 1/31/2015
 Date Executed by HCD:

HOME Program Activities Contracts:

- 16-HOME- First Quarterly Performance and (for cities and counties only) Program Income Reports due for January - March 2018
- 15-HOME- First Quarterly Performance and (for cities and counties only) Program Income Reports due for April - June 2016 if executed in 4/2016 or 5/2016, or due for July - September 2016 if executed between 6/1/2016 and 8/31/2016, or due for October - December 2016 if executed from 9/1/16 - 11/30/16
 Date Executed by HCD:
- 14-HOME- Quarterly Performance and (for cities and counties only) Program Income Reports due for April - June 2015 and beyond

Quarterly Performance and Program Income Reports													
14-HOME Contracts		15-HOME Contracts		16-HOME Contracts									
Performance	Program Income	Performance	Program Income	Performance	Program Income								
	Oct-Dec 14 Date Submitted		Oct-Dec 15 Date Submitted										
	Jan-Mar 15 Date Submitted		Jan-Mar 16 Date Submitted										
Apr-June 15 Date Submitted	Apr-June 15 Date Submitted	Apr-June 16 Date Submitted	Apr-June 16 Date Submitted		Apr-Jun 17 Date Submitted								
July-Sep 15 Date Submitted	July-Sep 15 Date Submitted	July-Sep 16 Date Submitted	July-Sep 16 Date Submitted		Jul-Sep 17 Date Submitted								
Oct-Dec 15 Date Submitted	Oct-Dec 15 Date Submitted	Oct-Dec 16 Date Submitted	Oct-Dec 16 Date Submitted		Oct-Dec 17 Date Submitted								
Jan-Mar 16 Date Submitted	Jan-Mar 16 Date Submitted	Jan-Mar 17 Date Submitted	Jan-Mar 17 Date Submitted	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">ANNUAL REPORTS</th> </tr> <tr> <td style="text-align: center;">Fiscal Year 2014-15</td> <td style="text-align: center;">Date HOME APR Submitted 7/20/2015</td> </tr> <tr> <td style="text-align: center;">Fiscal Year 2015-16</td> <td style="text-align: center;">Date HOME APR Submitted 7/29/2016</td> </tr> <tr> <td style="text-align: center;">Fiscal Year 2016-17</td> <td style="text-align: center;">Date HOME APR Submitted 7/19/2017</td> </tr> </table>		ANNUAL REPORTS		Fiscal Year 2014-15	Date HOME APR Submitted 7/20/2015	Fiscal Year 2015-16	Date HOME APR Submitted 7/29/2016	Fiscal Year 2016-17	Date HOME APR Submitted 7/19/2017
ANNUAL REPORTS													
Fiscal Year 2014-15	Date HOME APR Submitted 7/20/2015												
Fiscal Year 2015-16	Date HOME APR Submitted 7/29/2016												
Fiscal Year 2016-17	Date HOME APR Submitted 7/19/2017												
Apr-June 16 Date Submitted	Apr-June 16 Date Submitted	Apr-June 17 Date Submitted	Apr-June 17 Date Submitted										
July-Sep 16 Date Submitted	July-Sep 16 Date Submitted	July-Sep 17 Date Submitted	July-Sep 17 Date Submitted										
Oct-Dec 16 Date Submitted	Oct-Dec 16 Date Submitted	Oct-Dec 17 Date Submitted	Oct-Dec 17 Date Submitted										
Jan-Mar 17 Date Submitted	Jan-Mar 17 Date Submitted	<div style="border: 1px dashed black; padding: 5px;"> Comments Box: </div>											
Apr-June 17 Date Submitted	Apr-June 17 Date Submitted												
July-Sep 17 Date Submitted	July-Sep 17 Date Submitted												
Oct-Dec 17 Date Submitted	Oct-Dec 17 Date Submitted												

EXHIBIT A3

HOME NOFA Program Activities Application

Authorized Signatories Identity Form

(for State Recipient applicants only)

For every position/title authorized in the Authorizing Resolution submitted with the HOME Application, the Department requires that the name of the person(s) currently occupying that/those position(s)/title(s) be kept on file at HCD. This allows the Standard Agreement to be signed by the current occupant(s) of the named position(s)/title(s) to sign on behalf of the applicant. Please provide this information in the spaces below.

Note: If the information provided below changes, update this form and send it to your HOME Representative along with a copy of meeting notes or some other official documentation evidencing the change in persons occupying the authorized position(s)/title(s). The additional documentation evidencing the name and position(s)/title(s) of authorized signatories need not be HOME-specific, but may provide general authority evidencing the name(s) and position(s)/title(s) of individuals authorized to legally bind the governing body.

State Recipient: Mono County

HOME Application Year or Contract Number: 2018

Authorized Signatory Position/Title	Name of Person Currently Occupying this Position
County Administrative Officer	Leslie Chapman
Director of Finance	Janet Dutcher

Submitted by (must not be a person named above):

Printed Name: Patricia Robertson

Signature: 

Title: Acting Executive Director, Mammoth Lakes Housing, Inc.

Date: 8/6/18



P.O. Box 260
587 Old Mammoth Rd. #5
Mammoth Lakes, CA 93546
(760) 934-4740

LOAN SERVICING POLICIES AND PROCEDURES

Mammoth Lakes Housing, Inc., on behalf of Mono County, here after called “Lender” has adopted these policies and procedures in order to preserve its financial interest in properties, who’s “Borrowers” have been assisted with public funds. The Lender, will to the greatest extent possible, follow these policies and procedures but each loan will be evaluated and handled on a case-by-case basis. The Lender has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the following areas: 1) making required monthly payments or voluntary payments on a loan’s principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The Lender will collect monthly payments from those borrowers who are obligated to do so under Notes, which are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly date.

For Notes, which are deferred payment loans; the Lender may accept voluntary payments on the loan. Loan payments will be credited to the interest first and then to principal. The borrower may repay the loan balance at any time with no penalty.

All HOME Loans are required to follow the recapture method. The Recapture option is a mechanism to recapture all or a portion of the direct HOME subsidy if the HOME recipient decides to sell the house before the end of the affordability period, at whatever price the market will bear. The Recapture option provides the Lender and the assisted homebuyer with maximum flexibility. The homebuyer is permitted to resell the property at whatever price the market will bear.

Homeownership Affordability Periods

<u>Amount of HOME Assistance Per Unit</u>	<u>Minimum Period of Affordability in Years</u>
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

When all debt to the lender has been satisfied, a Notice of Reconveyance will be issued to the borrower, without warranty, all the estate, title and interest acquired by the Lender under the Deed of Trust for that property.

When the Lender receives Program Income, they are permitted to keep 10% of the funds for administration. However, when Recaptured Funds are received, no administrative funds will be kept. 100% of Recaptured/Program Income Funds will be expended on another HOME-eligible activity before additional HOME funds may be drawn down.

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, borrower must maintain property insurance coverage naming the Lender as loss payee in first position or additional insured if the loan is a junior lien. If borrower fails to maintain the necessary insurance, the Lender may take out forced place insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower's new insurance.

When a property is located in a 100-year flood plain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance will be required at close of escrow. The lender may verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the lender may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan. Wherever possible, the Lender encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Lender's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Lender's loan. This document requires any senior lien holder listed in the notice to notify the lender of initiation of a foreclosure action. The Lender will then have time to contact the Borrower and assist them in bringing the first loan current. The Lender can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Lender is in a third position and receives notification of foreclosure from only one senior lien holder, it is in their best interest to contact any other senior lien holders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

On some owner occupant loans the Lender may require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. Other loans may have income and housing cost evaluations, which require a household to document that they are not able to make repayments, typically every five years. These loan terms are incorporated in the original note and deed of trust.

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Lender in writing of any change. Lender and Borrower will work together to ensure the property is kept in compliance with the

original MLH Homebuyer Program terms and conditions such that it remains available as an affordable home for moderate or low-income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction.

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not moderate- or low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as moderate- or low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Lender's Loan Committee.

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir meets the income criteria of the Homebuyer Program Loan. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Lender's Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Lender allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

6. Requests for Subordinations:

When a Borrower wishes to refinance the property, they must request a subordination request to the Lender. The Lender will only subordinate their loan when there is no "cash out" as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third party debt pay offs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the household with a lower interest rate and the total indebtedness on the property should not exceed the current market value.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Lender.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non payment; 2) lack of insurance or property tax payment; 3) violation of rent limitation agreement; 4) change in title or use without approval; 5) default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default situation. If the default situation continues then the Lender may start a formal process of foreclosure.

When a senior lien holder starts a foreclosure process and the Lender is notified via a Request for Notice of Default, the Lender, who is the junior lien holder, may cancel the foreclosure proceedings by "reinstating" the senior lien holder. The reinstatement amount or payoff amount must be obtained by contacting the senior lien holder. This amount will include all delinquent payments, late charges and fees to date. Lender must confer with Borrower to determine if, upon paying the senior lien holder current, the Borrower can provide future payments. If this is the case then the Lender may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Lender determines, based on information on the reinstatement amount and status of borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lien holder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Lender does not have sufficient funds to pay the senior lien holder in full, then they may choose to cure the senior lien holder and foreclose on the property themselves. As long as there is sufficient value in the property, the Lender can afford to pay for the foreclosure process and pay off the senior lien holder and retain some or all of their investment.

If the Lender decides to reinstate, the senior lien holder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Lender fails to reinstate the senior lien holder before five (5) days prior to the foreclosure sale date, the senior lien holder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Lender determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lien holder to complete foreclosure, the Lender's lien may be eliminated due to insufficient sales proceeds.

Lender as Senior Lien holder

When the Lender is first position as a senior lien holder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Lender may consider foreclosure. Lender's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- 2) Can the Borrower refinance with a private lender and pay off the Lender?
- 3) Can the Borrower sell the property and pay off the Lender?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Lender may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Lender to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Lender should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lien holders. The service will advise the Lender of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Lender informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Lender could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Lender could contract with a local real estate broker to list and sell the home and use those funds for program income eligible uses.

(Signature of Borrower)

Date

(Signature of Borrower)

Date

HOME Investment Partnerships Program

Part B Program Activities Application



Applicant Name | Mono County | _____

Complete a separate Part B Program Activities Application for each proposed activity.

I. Activity

Indicate in the table below the activity applying for by double-clicking on the desired checkbox and choose "checked" for Default value. Check all that apply for First-Time Homebuyer Program (example: Homebuyer Acquisition Only and Homebuyer Acquisition with Rehabilitation).

<p>Chart 1 Select activity you are applying for: (double-click to check/uncheck)</p>	
<p><input checked="" type="checkbox"/> First-Time Homebuyer Program</p> <p> <input checked="" type="checkbox"/> Homebuyer Acquisition Only</p> <p> <input type="checkbox"/> Homebuyer Acquisition with Rehabilitation</p> <p> <input type="checkbox"/> Infill New Construction</p>	<p><input type="checkbox"/> Owner-Occupied Rehabilitation</p> <p><input type="checkbox"/> Tenant-Based Rental Assistance (TBRA)</p>

II. Program Description

Provide a brief narrative below describing the proposed activity and how the funds will be used (location, use of funds, units proposed, income levels, funding sources, type of loan).

<p>Chart 2 Activity Description:</p> <p>HOME Program funds will be used in the unincorporated communities of Mono County to provide deferred second mortgage loans for the acquisition of homes to low-income, first-time homebuyers. Each individual household will obtain a first mortgage and the home will be their primary residence. The program will utilize, in addition to HOME funds, local banks and mortgage companies/brokers. Mono County will market the program to the targeted groups: families, workforce, single adults, though will not preclude others from applying and utilizing the program. It is estimated that approximately three (3) first-time homebuyers will be assisted.</p>
--

III. Program Operation Capacity

A. Capacity to Implement the HOME Activity

Please answer the following questions and provide the requested attachments.

a) Do you plan on administering the proposed HOME activity with your own staff (from HOME award through long-term compliance monitoring, if applicable)?

Yes
No

b) Do you plan to hire an administrative subcontractor or subrecipient to assist with the proposed activity?

Yes
No

i. If Yes, what will be the duties of the administrative subcontractor or subrecipient?

The subrecipient will be responsible for administering the HOME grant in a manner satisfactory to the Grantee and consistent with standards are required as a condition of providing the loans, per Mono County's Homebuyer Guidelines.

ii. If No, please explain why an administrative subcontractor or subrecipient will not be needed.

c) What is the estimated cost to implement this activity?

A minimum of \$40,000.

d) If estimated costs to implement this activity exceed the allocated amount for HOME ADC and Administration/CHDO Operations, how will the difference be funded?

Historically, the amount allocated for General Administration has not covered the cost to administer the program. Overages are absorbed by the general funds of both Mono County and Mammoth Lakes Housing, Inc. respectively, as incurred. |

B. Program Team Composition

In the chart below, list all team members who will be responsible for the implementation and operation of the HOME Program Activity and/or oversee the work of an administrative subcontractor/subrecipient if one is proposed. Briefly describe the roles and responsibilities of each member, and for applicant staff only, the estimated amount of hours per month devoted to the administration of the program. Members include, but are not limited to: key employees of the applicant, administrative subcontractor/subrecipient, rehabilitation specialists, and loan underwriters. This information will be used to assist the Department in understanding your proposed program. Include each person's phone number and e-mail address. Fill in the box in the last column if that person is acting as an administrative subcontractor or subrecipient.

Chart 3 Program Team					
Name	Roles/responsibilities	Estimated Monthly Hours	Telephone	E-mail Address	Subcontractor or Subrecipient Name
Janet Dutcher	Authorized Representative/execute draws and oversee County's responsibilities	2	760-932-5494	jdutcher@mono.ca.gov	
Megan Mahaffey	County Contract/coordinate draws with Authorized Representative and County Finance Department	3	760-924-1836	mmahaffey@mono.ca.gov	
Patricia Robertson	Acting Executive Director/MLH/oversee all applicant processing, underwriting, escrow-County coordination, and compliance	20	760-934-4740	patricia@mammothlakeshousing.org	Mammoth Lakes Housing, Inc.
Mammoth Lakes Housing, Inc. (MLH)	Support Staff/client outreach, intake, and assistance as needed	5	760-934-4740	mammothlakeshousing@gmail.com	Mammoth Lakes Housing, Inc.

Attach, as Exhibit B1, copies of resumes for the State Recipient staff who will work on this proposed activity.

IV. CHDOs

CHDO Role as Sole Developer

The State HOME Regulations require the CHDO to be the sole project developer for infill new construction and acquisition with rehabilitation activities. Submit a narrative which discusses how the CHDO will satisfy the role of sole developer. **Attach as Exhibit B2.** Note: as sole developer, the CHDO must assume all of the risks and rewards customarily associated with being the developer of homebuyer units. Refer to State HOME Regulation 8204 (a) (2) (D), 24 C.F.R. Part 92.300(a) (1) and HUD CPD Notice 97-11 for more information, or contact the HOME Program for guidance.

CHDO Certification

Normal CHDO Certification Process: New applicants and currently-certified CHDOs with certifications that will expire by August 1, 2018 must submit a complete Application for CHDO Certification with all exhibits and attachments by June 30, 2018. The Application for CHDO Certification is available at:

<http://www.hcd.ca.gov/grants-funding/active-funding/home.shtml>

Annual Recertification for Existing CHDOs: HUD requires HCD to conduct a modified re-certification process each time new CHDO set-aside funding is awarded. If you are an existing CHDO, please submit the documents set forth in NOFA Appendix G with your HOME application as **Exhibit B3**.

For assistance with CHDO Certification Process, contact Muri Christine Bartkovsky at (916) 263-1176.

If you are a new CHDO or you are an existing CHDO that was recertified in 2018, you do not need to submit these documents.

All CHDO applicants must complete the CHDO self-certification contained in the application certification in Part A, which certifies they have either 1) submitted their application for certification by the deadline, or 2) are currently certified and in compliance with requirements.

V. Program Service Area

In the chart below, enter the eligible jurisdiction in which your activity is proposed to be completed. See Appendix A of the NOFA for a list of State HOME-eligible jurisdictions. CHDOs that intend to operate a State HOME program in multiple jurisdictions should identify each jurisdiction separately. CHDOs are eligible to apply for only a First-Time Homebuyer Infill New Construction Program and/or First-Time Homebuyer Acquisition with Rehabilitation Program.

State Recipients with TBRA programs that will assist tenants to reside within their own jurisdiction should list their jurisdiction as "Jurisdiction #1". If tenants will also be assisted to reside in other HOME-eligible jurisdictions within the county, these jurisdictions should all be listed as "Jurisdiction #2". If more than four jurisdictions, you may list more than one per line.

Chart 4 Program Service Area	
Jurisdiction # 1	[Unincorporated Mono County]
Jurisdiction # 2	
Jurisdiction # 3	
Jurisdiction # 4	

VI. Prior Experience with Programs

Submit a Prior Experience summary using the Exhibits B4 and B5 below. See the instructions with these forms.

VII. Activity Feasibility

A. Program Guidelines - Complete the revised Exhibit B6 in this Application, and if choosing the first option, attach your guidelines on a Compact Disc (CD). Separate Guidelines for each program activity are required.

B. First-Time Homebuyer Programs

1) Complete the Homebuyer Feasibility Worksheet, Exhibit B7 (All FTHB applicants)

Note: This Exhibit is an Excel file, and there are two versions. Infill New Construction applicants must complete the Excel file named “Infill New Construction Feasibility Application Worksheets”, which contains three different tabbed worksheets (Exhibits B7 – B9). All other FTHB applicants must instead complete the Excel file named “FTHB Mortgage Assistance Feasibility Worksheet”.

IMPORTANT: To receive FTHB feasibility points, enclose supporting document(s) (e.g. MLS sales history printout, Title Company report, etc.) to document the number of units sold at or below target sales price. If not self-explanatory, please attach your calculations and/or notes.

2) Construction Financing Summary (FTHB Infill New Construction applicants only):

Submit as Exhibit B8

3) Construction Sources and Uses (FTHB Infill New Construction applicants only):

Submit as Exhibit B9

4) Market Analysis (FTHB Infill New Construction applicants only):

Submit as Exhibit B10

An analysis of comparable properties in the market area of each of the proposed homes must be prepared by a licensed real estate broker or appraiser having no identity of interest with the program Sponsor. The analysis must be prepared no earlier than 2017 (however, we prefer the most up-to-date comparables possible), and must contain comparable actual sales data from at least ten (10) other single-family homes in the market area of the proposed homes. The comparables must be similar in size and type to the homes proposed, and must not be affected by some unique situation that is artificially impacting their sales prices. If there are no homes in the market area of a similar size and type to those proposed, the comparable sales shall be the next closest in size and type. The market analysis must demonstrate that the sales prices projected for all homes are achievable. Note: The home cannot be sold for more than its value, i.e. the total of all loans secured by the property cannot exceed its appraised value.

- 5) Preliminary Construction Cost Estimate (FTHB Infill New Construction applicants only):

Submit as Exhibit B11

Provide an itemized cost estimate for each type of home proposed. The cost estimate(s) must be prepared no earlier than 2017. The cost estimate(s) must be consistent with the Development Budget, or an explanation must be provided to support any differences.

- 6) Developer Capacity and Qualifications Information (CHDOs only):

Complete "Developer Capacity and Qualifications" form and Workload Chart and **Submit as Exhibit B12**

- C. Owner-Occupied Rehabilitation Programs – **You do not need to submit any data for this Section.**
- D. Tenant-Based Rental Assistance – **You do not need to submit any data for this Section.**

HOME PROGRAM ACTIVITIES APPLICATION

PART B EXHIBIT CHECKLIST

(COMPLETE AND SUBMIT ONE CHECKLIST FOR EACH PART B/ACTIVITY)

Check if Applicable	Check if Included	Part, or Exhibit #	Part, Section, or Exhibit Title
X	X	B1	Resumes of Staff Working on the Proposed Activity
		B2	CHDO Role Documentation
		B3	CHDO recertification documents set forth in NOFA Appendix G.
X	X	B4	Prior Experience – same as proposed activity
X	X	B5	Prior Experience – different than proposed activity
X	X	B6	Instructions for Program Guidelines
X	X	B7	<p>First-Time Homebuyer Program Feasibility</p> <p><i>Note: This is an Excel file. Infill New Construction applicants must complete the Excel file named "Infill New Construction Feasibility Application Worksheets", which contains three different tabbed worksheets (Exhibits B7 – B9).</i></p> <p><i>All other FTHB applicants must complete the Excel file named "FTHB Mortgage Assistance Feasibility Worksheet".</i></p>
		B8	Project Financing Summary (Infill New Construction applicants only). This is in the same Excel file in which Exhibit B7 is found.
		B9	Construction Sources and Uses (Infill New Construction applicants only). This is also in the same Excel file in which Exhibit B7 is found.
		B10	Market Comparables (Infill New Construction applicants only). Produced by applicant.
		B11	Preliminary Construction Cost Estimate (Infill New Construction applicants only). Produced by applicant.
		B12	Developer Capacity Information (Excel file) – CHDO Applicants Only

Janet Dutcher

2653 Pasture Way, Minden NV 89423 | cell: 916-798-8394 | janetldutcher@gmail.com

Career Objective

- Put my expertise in government finance to work for Mono County, providing essential leadership alongside a team of finance department staff working with other fiscal staff, department heads, the CAO and the Board of Supervisors, which over the next ten years will assist the County to make excellent financial decisions, achieve strategic goals and provide transparency to the public.

Summary of Qualifications

- 26 years in the field of public accounting including 14 years working with California counties.
- Experienced supervising and mentoring both small and large teams and people of all skill levels.
- Technically proficient in government financial reporting and integrating the accounting system into the financial reporting process.

Professional Experience

May 23, 2016 TO PRESENT, FINANCE DIRECTOR, MONO COUNTY, CALIFORNIA

- Manage controller function that includes transaction processing, month end and year end close, cost plan development and financial reporting to governance and the public. This function includes supervising staff of seven.
- Manage treasurer-tax collector function that includes banking, investing, transient occupancy tax collection and auditing, and property tax billing, collecting and reporting. This function includes supervising staff of five.
- Oversee CDBG and First Time Homebuyer grant programs.
- Responsible for budget including processing, recommending, balancing, preparing, publishing, reporting and reporting.
- Manage external audit process and prepare and publish all external financial and compliance audit reports.

2012 TO PRESENT, SENIOR FINANCIAL OFFICER UNTIL JAN 2015 AND THEN THE ASSISTANT CAO TO BUDGET AND FINANCE, ALPINE COUNTY, CALIFORNIA

- Manage controller function that includes transaction processing, month end and year end close, cost plan development and financial reporting to governance and the public.
- Responsible for budget including policy development, processing, recommending, balancing, preparing, publishing, reporting and reporting.
- Manage external audit process and prepare and publish all external financial and compliance audit reports.
- Accomplishments include: streamline transaction processing, implement department input of vendor claims and requested budgets, improved budget process including improved budget reporting, deploy real-time reporting access to departments, position accounting records to translate easily to financial statements, develop new CIP policy.

2001-2012, AUDIT MANAGER AND THEN SENIOR AUDIT MANAGER, GALLINA LLP (AND BARTIG, BASLER & RAY CPAS WHO MERGED WITH GALLINA LLP IN 2006), ROSEVILLE CA

- Specialized in managing audit engagements of the firm's government clients.
- Supervised, assigned and trained audit staff.
- Performed quality control reviews of the firm's government engagements.
- Client workload: \$800,000 in billings, clients included counties of Monterey, San Joaquin, Yuba, Yolo, Trinity, Calaveras, Amador, Alpine, Lake and El Dorado.

1997-2000, TAX MANAGER, BARTIG, BASLER & RAY CPAS, ROSEVILLE CA

- Managed tax client engagements.
- Supervised, assigned and trained staff.
- Prepared special projects involving high level tax research.
- Tax litigation and audit representation.

1991-1997, TAX MANAGER, R.L. WIEBE ASSOCIATES, FRESNO CA

1989-1991, TAX AND AUDIT STAFF, HILLS, RENAUT, HOMEN & MCCORMICK CPAS, FRESNO CA

1986-1989, TAX AND AUDIT STAFF, BARTIG, BASLER & RAY CPAS, CITRUS HEIGHTS CA

Education, Coursework and Certificates

- Bachelor of Science Degree in Business Administration with Concentration in Accounting – California State University, Sacramento, 1986.
- Passed all four parts of the CPA exam, 1986 (before graduation)
- Certified as CPA, 1989
- San Joaquin College of Law, Fresno CA, 1992-1997, graduate coursework in taxation.
- Completed Crestcoin Leadership, Manager Training series, 2011.
- Certified as Certified Government Finance Manager, April 2014.

MEGAN MAHAFFEY

Proven ability to manage projects, programs, grants, accounting, financial reporting, improve balance sheet, manage monthly cash flow and maximize efficiency through problem solving, budget/cashflow management and process improvements. Excellent skills in:

- Project Management
- Communication
- Policies and Procedures
- Learning Agility
- Accounting & Financial Analysis
- Personnel Management
- Strategic Vision & Analysis
- Emotional Intelligence

PROFESSIONAL EXPERIENCE

2013 – Present

The County of Mono - Mammoth Lakes, CA

Local government Agency.

Execute all day to day accounting and financial activities for Mono County Local Transportation Commission, Community Development Department and EMS; including annual audit, journal entries, financial reporting & forecasting, cash management, budgeting, grant management and cost analysis. Report to Finance Director.

- Revamped financial/accounting systems to improve financial reporting and audit reporting
- Locate/implement grant funding for energy efficiency analysis from California Energy Commission
- Community Development Block Grant Program point person
- Manage grants, contracts, insurance and financial reporting
- Ambassador for Mono County Strategic Planning effort
- Energy Task Force co-chair

2010 – 2013

MLTPA Foundation - Mammoth Lakes, CA

Non-profit contracted to plan, implement and manage the Mammoth Lakes Trail System.

Lead all day to day accounting and financial activities; including journal entries, financial reporting & forecasting, cash management, budgeting, and cost analysis. Report to MLTPA Executive Director/TOML

- Established and implemented policies and procedures for day to day financial accounting
- Revamped financial/accounting systems to improve financial reporting
- Manage contracts, insurance and finance.
- Designed and implemented time management system that improved ability to report on projects and account for deliverables

2006 – 2010

Advanced Surgical - Mammoth Lakes, CA

Women owned medical distribution business.

Lead all finance and accounting activities as well as day-to-day operations, including financial data, forecasting, cash management, budgeting, web development, and product catalogs. Report to President.

- Managed financial reporting and maintain day to day accounting
- Developed print catalogs for medical devices with graphic designer
- Setup logistics facility for distribution and linked inventory systems to intranet for tracking
- Applied for and obtained GSA Schedule for government sales

OTHER PROFESSIONAL EXPERIENCE

Department of the Interior – Yosemite National Park Search and Rescue team member	2005 – 2006
Mammoth Mountain Ski Area Ski Patrol team member	2005 – 2006
Outdoor Divas Inventory Control & Marketing Manager	2003 – 2005
AOL/Time Warner Mountain Sports Media – Skiing Magazine Editorial Intern	2002 – 2003

EDUCATION

Boston College - Carroll School of Management – Newton, Massachusetts Bachelors of Arts, Psychology minor Ray Keys Service award – outstanding achievement in marketing & commitment to community service
UCLA – School of Continuing Education Accounting
Northwestern University - Chicago, Illinois Masters Courses in Public Policy, Legislation & Budgeting as a Management tool

OTHER INTERESTS

Outdoor Activities:

Climbing, Sailing, Skiing, Biking, Surfing, Alpine Mountaineering, Backpacking, Ice climbing, & Swimming

Leadership:

Board of Directors - Mammoth View Villas Condo Association (2010-2011)
Emergency Medical Technician (Fall 2006)
Wilderness First Responder (Spring 2003)
Alpine World Ascents 2004 (Avi I, Avi II, ski guide training with AMGA certified guide)
NOLS (National Outdoor Leadership School) Course 2002(peak expedition, alpine mountaineering, ice and rock climbing)
Outward Bound Course 2000 (white water rafting, alpine-mountaineering and rock climbing)

Environment:

Developed Website and promoted Green Circle Films (preserving Monte Verde Cloud Forest)
Supporter of American Alpine Club, The Wilderness Society, Leave No Trace, Access Fund, NOLS and Surfrider Foundation.

Community Service:

Board of Directors Sierra Bounty – Non Profit (2011)
Board of Directors Climbing for Life – Non Profit (2003-2005)
H.E.R.A. Foundation – HUNDRED 4 HERA fundraising initiative (2004)
Habitat for Humanity, Blitz Build in Cost Rica (2002)

Travel: Australia, New Zealand, China, Hong Kong, England, France, Canada, Mexico & Peru

EXHIBIT B4

Prior Experience with Programs – Same Activity

In each line below, list the number of units assisted by the applicant with specific HOME, local, State or other Federal funding source(s) in one of the seven calendar years, 2011 – 2017, and in 2018 before the application deadline, for the same activity as proposed in this application. Do not count the same units/families in more than one year, even if income was recertified (e.g. Section 8 and TBRA). Do not count twice if assisted by two programs (e.g. TBRA and Section 8). List no more than 10 entries on this form. **A minimum of 2 units per year is required for points.**

Remember: a separate Exhibit B4 must be submitted for each program activity for which you are applying. Each activity is scored separately.

ACTIVITY APPLIED FOR:

First-Time Homebuyer Program

Calendar Year	Assisted Units (minimum 2 units/yr to count for points)	Funding Source(s) Example: HOME, CDBG, CalHome, RDA, or other (provide name/names if other). List all sources for a calendar year.	Program Name (e.g. Owner-Occupied Rehab or First-Time Homebuyer Program)	Location City/County
2018	1	HOME	FTHB Program	Unincorp. Mono County
2017	1	HOME	FTHB Program	Unincorp. Mono County
2016	2	HOME	FTHB Program	Unincorp. Mono County
2015				
2014				
2013				
2012	2	CDBG	FTHB Program	Unincorp. Mono County
2011	1	HOME	FTHB Program	Unincorp. Mono County

EXHIBIT B5

Prior Experience with Programs – Different Activity

Single-Family Experience

In each line below, list the number of units assisted by the applicant with specific HOME, local, State and/or other federal funding sources in one of the seven calendar years, 2011 – 2017, and in 2018 before the application deadline, for different activities. Do not count the same activities listed in Exhibit B4, and do not count the same units in more than one year. Use the year each project (e.g. FTHB) was completed. List no more than 10 entries on this form. A minimum of two (2) units per year for program activity-type housing activities (i.e. OOR, FTHB mortgage assistance, TBRA) is required for credit for any given year. More than one entry per year is allowed for credit, if the activity type (Program Name) is different from other entries for that same calendar year. List programs (e.g. OOR) with multiple funding sources for a given year on one line.

Other Housing and Community Development Experience

Also list completed projects (one per line) for other housing and community development activities, such as infrastructure, parks, community centers, multi-family housing projects, etc.. Do not list stand-alone studies or public service activities. Each such project is counted as one year of experience, so multiple projects in the same year each count as a year of experience (list on separate lines).

Remember: A separate Exhibit B5 must be submitted for each program activity for which you are applying. Each activity is scored separately.

ACTIVITY APPLIED FOR:

Calendar Year (between 2011 and 2018)	Assisted Units (for program activity-type housing only, a minimum of two units per yr is required for credit)	Funding Source(s) Example: HOME, CDBG, CalHome, RDA, other (provide name/names if other). List all sources for a given project or program type for each calendar year.	Program Name (e.g. Owner-Occupied Rehab or First-Time Homebuyer Program)	Location City/County
2017		CDBG	Public Facility – ADA Park (Benton)	Uninc. Mono County
2017		CDBG	Public Facility – ADA Park (Crowley Lake)	Uninc. Mono County
2017		CDBG	Public Facility – ADA Park (June Lake)	Uninc. Mono County
2018		CDBG	Public Facility – ADA Park (Mono Lake)	Uninc. Mono County
2018		CDBG	Public Facility – ADA Park (Crowley Lake Playground)	Uninc. Mono County
2018		General Fund	Recreation – Skate Park	Uninc. Mono County

EXHIBIT B6

PROGRAM GUIDELINES

Activity: First-Time Homebuyer Program

This year, applicants for HOME Program Activities will submit neither a printed copy of their Program Guidelines nor a CD of their most recently-approved set.

Instead, due to the amount of updates to the HOME "Best Practices" Program Guidelines templates, the Program will require all applicants to certify the following:

- Applicant hereby certifies that if awarded, it will use as a template the State HOME Program's current "Best Practices" Guidelines for the above-captioned activity, and will submit with requested choices and options completed, within 30 days of the date requested from HCD. HOME Program Guidelines templates can be obtained from your assigned Contract Management HOME Representative.

Applicant: **Mono County**

Certified By: **Janet Dutcher**

Title: **Finance Director**

Signature: _____

Date: _____

EXHIBIT B7

FTHB Acquisition Only and Acquisition with Rehabilitation

Program Feasibility Analysis

Please provide the following information for your proposed First-Time Homebuyer Program. The information presented must be consistent with your program guidelines. For purposes of evaluating the overall feasibility of your program, the figures below will be treated as projections.

Enter data in yellow sections only

First Mortgage Rate	4.50%
Term in Years	30
County	Mono
80% AMI Levels by Household Size (Annual):	
Two-person	\$49,600
Three-person	\$55,800
Four-person	\$62,000
Target Housing Debt Ratio	35%
HOME Maximum Purchase Price/After-Rehab Value Limit	\$388,000
Target Home Sales Price (not to exceed Maximum Purchase Price limit above)	\$300,000
Number of homes which have sold in this jurisdiction (within city limits, or within unincorporated portion of county) over the preceding 12-month period <u>at or below</u> this target sales price. ATTACH DOCUMENTATION.	22
Maximum Possible HOME Loan Amount, given sales price and any local HOME maximums, if lower than half the target price <u>and</u> HOME subsidy limit for 3-BR home.	\$259,774
Other non-HOME Assistance Loan or downpayment in excess of minimum downpayment contribution.	\$0

Minimum Downpayment Requirement (as a percentage of sales price)	1.00%
Estimated annual property tax (as a percentage of sales price)	1.01%
Other Monthly Housing Costs In dollars (e.g. mtg. ins., HOA dues)	\$0
Estimated annual insurance costs (as a percentage of sales price, e.g. enter 0.3 for 0.3%)	3.00%

← NOTE: You must fill in this box AND attach supporting documentation to receive FTHB feasibility points

EXHIBIT B7

FTHB Acquisition Only and Acquisition with Rehabilitation

Program Feasibility Analysis

First-Time Homebuyer Feasibility Analysis

	Two-person household		Three-person household		Four-person household	
	80%	75%	80%	75%	80%	75%
AMI Level						
Monthly household income to be served	\$4,133	\$3,875	\$4,650	\$4,359	\$5,167	\$4,844
Housing debt ratio	35%	35%	35%	35%	35%	35%
Maximum monthly housing payment (including Principal and Interest)	\$1,447	\$1,356	\$1,628	\$1,526	\$1,808	\$1,695
Average Home Sales Price (not to exceed maximum Home purchase price limit)	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
Closing costs (example 3%) of average home sales price	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
Total Home Cost	\$309,000	\$309,000	\$309,000	\$309,000	\$309,000	\$309,000
Minimum Borrower down payment contribution (example 1%) of average home sales price	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Other non-HOME assistance or downpayment in excess of minimum downpayment contribution	\$0	\$0	\$0	\$0	0%	\$0
Total amount to be financed	\$306,000	\$306,000	\$306,000	\$306,000	\$306,000	\$306,000
Estimated Monthly Mortgage Payment	\$1,550	\$1,550	\$1,550	\$1,550	\$1,550	\$1,550
Estimated monthly property insurance costs (example .35%) of average home sales price	\$750	\$750	\$750	\$750	\$750	\$750
Estimated monthly property tax (example 1.25%) of average home sales price	\$252	\$252	\$252	\$252	\$252	\$252
Other monthly housing costs (e.g. MIP, dues)	\$0	\$0	0	\$0	0	\$0
Required Monthly Housing Cost	\$2,552	\$2,552	\$2,552	\$2,552	\$2,552	\$2,552
Maximum monthly housing payment (including Principal and Interest)	\$1,447	\$1,356	\$1,628	\$1,526	\$1,808	\$1,695
Payment Subsidy Needed	\$1,105	\$1,196	\$924	\$1,026	\$744	\$857
HOME Loan Needed	\$218,141	\$235,986	\$182,452	\$202,527	\$146,762	\$169,068
Is Program Feasible?	Yes	Yes	Yes	Yes	Yes	Yes
	Two-person household		Three-person household		Four-person household	
	80%	75%	80%	75%	80%	75%

Lowest Possible HOME Loan Needed	\$146,762
Highest Possible HOME Loan Needed	\$235,986
Proposed HOME Loan Maximum	\$259,774

**Unincorporated Mono County Home Sales below \$388,000
June 2017 - June 2018**

	MLS #	Status	Photo	Closing Date	Price	Type	Area	Subdivision	Lot/Unit
1	108559	SLD	//cdnparap	9/1/2017	\$59,500	SF	Walker	Walker	23000050
2	107585	SLD	//cdnparap	6/14/2017	\$98,000	SF	Bridgeport	Bridgeport	8
3	180062	SLD	//cdnparap	2/15/2018	\$116,000	SF	Mono City	Mono City	10
4	20170215	SLD	//cdnparap	7/7/2017	\$143,000	SF	Walker	Walker	24
5	20170140	SLD	//cdnparap	7/31/2017	\$170,000	SF	Topaz	Topaz Lake	11
6	20170571	SLD	//cdnparap	9/8/2017	\$170,000	SF	Chalfant Valley	Chalfant Valley	1
7	108144	SLD	//cdnparap	5/5/2018	\$180,000	SF	Walker	Walker	23
8	20170382	SLD	//cdnparap	7/25/2017	\$186,500	SF	June Lake	Peterson Tract	5
9	20170231	SLD	//cdnparap	6/29/2017	\$195,000	SF	Mono City	Mono City	4
10	20170235	SLD	//cdnparap	6/30/2017	\$202,000	MF	Bridgeport	Bridgeport	29
11	20170515	SLD	//cdnparap	9/1/2017	\$210,000	SF	Chalfant Valley	Chalfant Valley	1
12	20170925	SLD	//cdnparap	1/29/2018	\$210,000	SF	Bridgeport	Bridgeport	6
13	20170808	SLD	//cdnparap	11/10/2017	\$227,000	SF	Chalfant Valley	Chalfant Valley	1
14	20170433	SLD	//cdnparap	8/18/2017	\$235,000	SF	Bridgeport	Bridgeport	23
15	20170820	SLD	//cdnparap	12/28/2017	\$246,000	SF	Hammil Valley	Hammil Valley	1
16	20170757	SLD	//cdnparap	1/30/2018	\$259,000	SF	Chalfant Valley	Chalfant Valley	1
17	108535	SLD	//cdnparap	10/4/2017	\$265,100	SF	Bridgeport	Bridgeport	6
18	20170392	SLD	//cdnparap	8/8/2017	\$267,000	SF	Benton	Benton	1
19	20170800	SLD	//cdnparap	1/11/2018	\$275,000	SF	June Lake	Silver Lake Pines Tract	1
20	108939	SLD	//cdnparap	12/1/2017	\$275,000	SF	Peterson Tract	Peterson Tract	13
21	20170335	SLD	//cdnparap	8/11/2017	\$295,000	SF	Bridgeport	Twin Lakes - Bridgeport	13
22	20170321	SLD	//cdnparap	11/15/2017	\$300,000	SF	Bridgeport	Twin Lakes - Bridgeport	13
23	107916	SLD	//cdnparap	10/23/2017	\$325,000	SF	June Lake	Clark Tract	2
24	108050	SLD	//cdnparap	11/6/2017	\$330,000	SF	Bridgeport	Twin Lakes - Bridgeport	8
25	20170280	SLD	//cdnparap	6/18/2017	\$330,000	SF	June Lake	June Lake Village	9
26	20170319	SLD	//cdnparap	7/10/2017	\$335,000	SF	Bridgeport	Twin Lakes - Bridgeport	12
27	20170448	SLD	//cdnparap	8/11/2017	\$337,500	SF	June Lake	Clark Tract	15,16+
28	20170202	SLD	//cdnparap	11/30/2017	\$350,000	SF	June Lake	June Lake Village	19
29	20170248	SLD	//cdnparap	8/23/2017	\$353,000	SF	June Lake Village	June Lake Village	24
30	20170554	SLD	//cdnparap	9/28/2017	\$365,000	SF	Mono Lake Area	Mono Lake Area	3

Median:	\$252,500
Average:	\$243,653

Unincorporated Mono County Home Sales below \$388,000
June 2017 - June 2018

	Address	Beds	Baths	Garage Typ	Approx. Sq	Days On M	Year Built	Asking Price
1	499 N River Lane	2	1	NN	672	508	1960	\$79,000
2	66 Aspen Lane	3	2	NN	1440	777	1981	\$109,000
3	1118 E Mono Lake Drive	3	2	NN	1170	22	1993	\$116,000
4	330 Meadow Dr	3	2	NN	1074	93	1960	\$149,000
5	114977 HWY 395	2	2	AG	1277	143	1994	\$179,000
6	4930 Highway 6	3	2	DG	1188	87	1989	\$165,000
7	809 Eastside Lane	3	2.5	AG	1959	911	1991	\$187,000
8	690 Minaret Road	1L	1	NN	497	66	1951	\$199,000
9	545 E Mono Lake Drive	1	1.5	DG	960	84	1965	\$195,000
10	110 Mt Patterson	3	2	DG	1933	84	2007	\$209,900
11	35 White Mountain Drive	2	2	DG	1152	64	1983	\$209,900
12	22 W Summers Meadow Rd.	3	2	NN	1533	88	2005	\$205,000
13	46 Chase Avenue	3	1.5	NN	1307	56	1957	\$227,000
14	303 Lakeside Drive	3	2	DG	1173	75	2006	\$235,000
15	355 Dawson Ranch Road	2	2	NN	1440	114	1977	\$259,900
16	181 Lisa Lane	3	2	NN	1390	145	2014	\$255,000
17	110 Mt Jackson Drive	4	2	AG	2501	555	1962	\$250,000
18	56795 Hwy 120	2	1.75	DG	1144	77	1994	\$274,900
19	662 Garnet Drive	2	2	NN	1218	120	1978	\$289,000
20	842 Piute Drive	2	1	AG	1000	494	1978	\$307,500
21	12043 Twin Lakes Road	3	2	NN	1248	101	2010	\$325,000
22	170 Westwood Drive	1L	1	NN	930	197	1960	\$305,000
23	64 Carson Street	3L	2	NN	1524	825	1990	\$385,000
24	275 Westwood Drive	3	2.5	AG	1300	785	1976	\$365,000
25	89 Carson View Drive	3	1	DG	994	160	1935	\$349,000
26	230 Parker Drive	4	2	DG	1368	70	1961	\$335,000
27	109 Washington St.	3	1.75	NN	1584	64	1966	\$395,000
28	170 S Crawford Street	2	1.75	NN	1500	243	1972	\$389,000
29	174 Lakeview Drive	2L	2.5	NN	1302	137	1970	\$375,000
30	378 Wilson Creek Road	3	2.5	AG	3607	88	1987	\$395,000

HOME STATE OBJECTIVE CRITERIA AND SCORING FORM

The Department may award 110 State Objective points to applicants that address the below criteria. For this HOME NOFA, the Department modified its State Objective criteria and scoring to include access to opportunity and efforts to address homelessness. These points will be awarded to applicants with local governments that have 1) identified in the Access to Opportunity strategies at least one activity in each of the three categories: Outreach and Engagement, Prioritize and Diversify Investment and Encourage Housing Choices in Higher Opportunity Neighborhoods. AND 2) either applied for tenant-based rental assistance (TBRA), or has identified in the Homelessness strategies at least one action in each of the following three areas: Zoning and Land Use, Funding, and Data Outreach and Coordination. Developer/CHDO applicants may document actions by a local government completing and certifying this form in any area they are authorized to operate in. The following provides the criteria for which access to opportunity and homelessness objectives will be evaluated. In order for applicants to receive State Objective Points for HOME programs, please complete and submit the HOME State Objective Criteria and Scoring form with the application.

ACCESS TO OPPORTUNITY CRITERIA

State Objective Points may be awarded for completed, pending or planned actions to promote access to opportunity for lower income households. HCD may award points to an applicant where the local government has certified actions in creating more equitable and integrated neighborhoods. Developer/CHDO applicants may document actions by local governments completing and certifying this form in any area they are authorized to operate in.

- *Outreach and Engagement* - Specific and diligent steps to involve a demographically representative cross-section of community members from neighborhoods of concentrated poverty in decision-making processes and program outcomes.
- *Prioritize and Diversify Investment to Transform Racially and Ethnically Concentrated Areas of Poverty into Areas of Opportunity without Displacement*– Seek or utilize a variety of investment types (e.g., rehabilitation, parks, active transportation, infrastructure) that do not result in displacement in neighborhoods of concentrated poverty.
- *Encourage Housing Choices in Higher Opportunity Neighborhoods* - Seek or use incentives and mechanisms or approaches to eliminate barriers and promote affordable development in higher opportunity areas such as project siting, zoning and marketing to locate a variety of housing choices, including housing affordable to lower income households.

HOME STATE OBJECTIVE CRITERIA AND SCORING FORM

PERSONS EXPERIENCING HOMELESSNESS CRITERIA

State Objective Points shall be awarded for completed, pending or planned housing first actions, including policies to streamline program implementation for people experiencing homelessness and other at risk populations facing additional barriers to obtaining housing.

HCD may award points to an applicant where the local government has certified actions to identify opportunities to reduce the prevalence of homelessness and provide services to meet the challenges of serving this vulnerable population. Developer/CHDO applicants may document actions by local governments completing and certifying this form in any area they are authorized to operate in.

- *Zoning and Land Use* - Utilizing zoning and land use strategies to encourage housing for those experiencing homelessness such as permit streamlining, fees and incentives and concessions beyond state density bonus law (Government Code Section 65915).
- *Funding* – Seeking and utilizing funding to integrate housing first approaches, including rapid re-housing and priority tenant selection in housing development.
- *Data, Outreach and Coordination* – Efforts to better engage people experiencing homelessness such as consistent data and coordinating efforts with Continuums of Care.

HOME STATE OBJECTIVE CRITERIA AND SCORING FORM

Local Government: Mono County

Applicants or local governments where the applicant is a developer/CHDO shall certify on the progress in meeting state objectives by showing **at least one strategy in each** of the subareas under Access to Opportunity (i.e., Outreach and Engagement, Prioritize and Diversify Investment, and Encourage Housing Choices) and Homelessness (i.e., Zoning and Land Use, Funding and Data, Outreach and Coordination)

Please complete the following chart, by marking X in the corresponding box that indicates the local government's status for each criterion. If *Pending* or *Planned* is selected for any of the criterion, then describe the action, milestones and estimated dates for completion.

ACCESS TO OPPORTUNITY				
Action	Completed	Pending	Planned	Describe Action, Milestones and Estimated Completion Date for Pending and Planned Actions
Outreach and Engagement				
Local government or developer/CHDO, where appropriate, engages in campaign or other approach to combat NIMBYism	X			
Local government or developer/CHDO, where appropriate, ensures language access (e.g., translation, interpretation and multi-lingual staff) in needed languages in materials and at meetings	X			
Seek or utilize funding or support strategies to facilitate leadership development (improving capacity to engage in local decision-making) in neighborhoods of concentrated poverty	X			

HOME STATE OBJECTIVE CRITERIA AND SCORING FORM

Actively recruit residents from neighborhoods of concentrated poverty to serve or participate in boards, committees and other local government bodies	X			
Developer/CHDO engages in hiring practices that affirmatively recruit diverse and multi-lingual staff	X			
Local government or developer/CHDO provides training for staff, elected officials and appointees on issues of disparity, structural racism, and inequality	X			
Meetings are conducted at suitable times, accessible to people with disabilities and public transit and with resources allocated for food, childcare, interpretation, and translation services	X			
Other (describe how this meets subarea objective)				
Prioritize and Diversify Investment to Transform Racially and Ethnically Concentrated Areas of Poverty into Areas of Opportunity without Displacement				
Actively seek a variety of funding opportunities for neighborhoods of concentrated poverty such as rehabilitation, parks, transit and active transportation	X			
Develop a proactive code enforcement program that targets areas of concentrated rehabilitation needs, results in repairs and mitigates potential cost, displacement and relocation impacts on residents	X			
Dedicate or seek funding to prioritize basic infrastructure improvements (e.g., water, sewer) in disadvantaged communities while mitigating displacement and increased costs to vulnerable				Outside of Mono County's jurisdiction, but the County assists where applicable.

HOME STATE OBJECTIVE CRITERIA AND SCORING FORM

populations (e.g., seniors, persons with disabilities and farmworkers)				
Target acquisition and rehabilitation to vacant and blighted properties in neighborhoods of concentrated poverty				N/A
Other (describe how this meets subarea objective)				
Encourage Housing Choices in Higher Opportunity Neighborhoods				
Propose Project in a high performing school area or census tract where total minorities are not overrepresented by more than 20 percentage points compared to the percentage of total minorities in the county		X		Tioga Inn Specific Plan
Collaborate with high performing school districts to promote a diversity of students and staff to serve lower income students			X	Collaborate with top 3 districts
Affirmatively market or take other actions to promote use of housing choice vouchers in high opportunity areas			X	There are no high opportunity areas
Rezone higher density sites in areas of high opportunity			X	
Utilize land use, zoning and development standards to address barriers to housing choices in high opportunity areas such as ADU ordinances, minimum lot sizes and transit availability	X			

HOME STATE OBJECTIVE CRITERIA AND SCORING FORM

Target housing creation or mixed income strategies (e.g., funding, incentives, policies and programs, density bonuses, land banks, housing trust funds) and market opportunities in all parts of the community	X			
Other (describe how this meets subarea objective):				

HOME STATE OBJECTIVE CRITERIA AND SCORING FORM

HOMELESSNESS

Action	Completed	Pending	Planned	Describe Action, Milestones and Estimated Completion Dates for Pending and Planned Actions
Zoning and Land Use				
Permit streamlining for transitional and supportive housing (e.g., non-discretionary, priority processing)	X			
California Environmental Quality Act (CEQA) streamlining or exemption for transitional and supportive housing	X			
Fee waivers or deferrals	X			
Incentives and concessions beyond State Density Bonus Law (Government Code Section 65915)	X			
Other (describe how this meets subarea objective)				
Funding				
Implementing housing first practices consistent with the core components of Welfare and Institutional Code Section 8255(b)				N/A
Rapid – re-housing or housing subsidies to households experiencing homelessness including tenant based assistance	X			Mono County utilizes the Housing and Disability Advocacy Program (HDAP) and No Place Like Home funding.

HOME STATE OBJECTIVE CRITERIA AND SCORING FORM

				Rapid Re-housing is provided by local nonprofit, Inyo Mono Advocates for Community Action (IMACA).
Utilizing coordinated entry or assessment for tenant referral maintained by the Continuum of Care to provide priority in new development or rehabilitation of housing for persons experiencing homelessness	X			
Commitment of Housing Choice (section 8) vouchers to those that are homeless, or commitment to project base a certain number of vouchers for permanent supportive housing	X			Administered by the Housing Authority of the County of Stanislaus.
Other (describe how this meets subarea objective)				
Data, Outreach and Coordination				
Documenting outcomes utilizing systems such as Homeless Management Information Systems (HMIS)	X			Yes, and also in conjunction with the CoC.
Coordinating outreach and service strategies with the Continuum of Care	X			
Local government has adopted a comprehensive plan around homelessness and regularly meets in some capacity to insure implementation such as a local interagency council or task force on homelessness			X	Mono County Behavioral Health has a subcommittee for the HDAP Program. The CoC functions as the regional taskforce on homelessness, with members representing Mono County.
Other (describe how this meets subarea objective)				

HOME STATE OBJECTIVE CRITERIA AND SCORING FORM				
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I certify under penalty of perjury that all of the information contained in this HOME STATE OBJECTIVE CRITERIA AND SCORING FORM (including all supporting documentation) is true and correct. I understand and acknowledge that making false statements on this document, including any documents submitted in support of it, is a crime under federal and California state laws, which may result in criminal prosecution.

For completed areas, please provide documentation with the application for validation. For pending and planned areas, documentation confirming the occurrence of actions or strategies must be provided as part of the required HOME annual report. HCD may deduct points in future rounds of funding for non-compliance.

Certifying Official's Name: _____

Certifying Official Title: _____

Certification Date: _____

Certifying Official's Signature: _____



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 17, 2018

Departments: Community Development

TIME REQUIRED 45 minutes

PERSONS APPEARING BEFORE THE BOARD Wendy Sugimura, Della Acosta

SUBJECT Mono County and Town of Mammoth
Lakes Draft Multi-Jurisdictional
Hazard Mitigation Plan

AGENDA DESCRIPTION:

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

Presentation of the Draft Multi-Jurisdictional Local Hazard Mitigation Plan for information and public feedback.

RECOMMENDED ACTION:

None (informational only). Provide any desired direction to staff.

FISCAL IMPACT:

None. Consultant and staff costs for plan preparation are funded by a state grant.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 7609241814 / wsugimura@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> staff report</p>

History

Time	Who	Approval
7/11/2018 11:43 AM	County Administrative Office	Yes
7/9/2018 8:56 AM	County Counsel	Yes
7/10/2018 5:01 PM	Finance	Yes

Mono County Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

July 17, 2018

To: Honorable Mono County Board of Supervisors

From: Della Acosta, Michael Baker International
Wendy Sugimura, Interim Director

RE: Mono County and Town of Mammoth Lakes Draft Multi-Jurisdictional Hazard Mitigation Plan

BACKGROUND

Mono County was awarded grant funding from the Federal Emergency Management Agency (FEMA)/California Office of Emergency Services (Cal OES) to update the Multi-Jurisdictional Hazard Mitigation Plan (MJHMP), which will cover both the Town of Mammoth Lakes and Mono County. The current MJHMP was last adopted in 2008 and is required to be updated every five years to qualify for certain disaster recovery and hazard mitigation funds.

Although not a required component, the Community Wildfire Protection Plan (CWPP) for both jurisdictions has also been updated and completed and is incorporated into the MJHMP as a self-contained chapter. Together the documents are collectively referenced as the Plan. The MJHMP is being developed in accordance with the Federal Stafford Act, The National Flood Insurance Act, and 44 Code of Federal Regulations (CFR).

DISCUSSION

The Plan was created over the last year by identifying stakeholders, assessing risk, and developing mitigation measures. The project team participated in five meetings that included identified stakeholders, including staff from both jurisdictions, and representatives from the local volunteer fire departments, utilities, Marine Corps Mountain Warfare Fire Training Center, local Fire Safe Councils, and State and Federal agencies. Additional outreach to the community was conducted through presentations at six RPAC meetings over the course of the planning process and an online survey.

The Plan is comprised of the following chapters:

- Chapter 1 – Introduction: Describes the background and purpose of this Plan, its goals and priorities, and the planning process used to develop it.
- Chapter 2 – Community Profile: Provides the history, physical setting, land use, and demographics of Mono County and Mammoth Lakes.
- Chapter 3 – Hazards Assessment: Identifies, describes, and prioritizes the hazards that threaten Mono County and Mammoth Lakes. This chapter discusses past events, risks of future events, and the effects of climate change for each type of hazard.
- Chapter 4 – Risk Assessment: Describes the risks posed by each hazard type to county and town residents, particularly those who are more likely to be socially vulnerable, and to critical facilities.
- Chapter 5 – Mitigation Actions and Access Route assessments: Lists mitigation measures to reduce the risks from hazards facing Mono County and Mammoth Lakes. This chapter also provides an assessment of six

communities with an overview of the County's and the Town's existing capabilities to reduce vulnerability to hazard events.

- Chapter 6 – Plan Maintenance and Capabilities: Describes the process for implementing, monitoring, and evaluating the MJHMP, and opportunities for continued public involvement.
- Chapter 7 – Contains the Community Wildfire Protection Plan, including how the plan meets the requirements of the Healthy Forest Restoration Act; analysis of wildfire-related hazards and risks in the WUI; identifying ongoing and planned fuel management projects; and mitigation measures designed to prevent and/or reduce the damage associated with wildfire to WUI assets, also known as values.

Key components and additions from existing MJHMP: The Plan contains several additions and changes to the last adopted MJHMP. These include:

- A new Priority Mitigation Measure for the completion of new parcel-level avalanche mapping for the County's GIS system and development of revised zoning overlays for avalanche prone areas. *See Chapter 5, p. 5-10.*
- A new Priority Mitigation Measure, for communities with only one access route, to develop, design, and implement a plan to provide an emergency access route, prioritized based on multi-hazard risks. A concept level secondary access route assessment is included by six communities with only one access route identified by County staff. *See Chapter 5, p. 5-4 and p. 5-13 to p. 5-43.*
- Reference to Fire Management Best Management Practices for Sage-Grouse Conservation establishing County and Town will support and assist the USFS and BLM-Bishop in these efforts. *See Chapter 7 p. 7-62.*
- Incorporation of an updated Community Wildfire Protection Plan into the document as stand-alone chapter. This provides of an update to 2009 adopted CWPP. *See chapter 7.*
- Identification of Wildlife Collision as a priority hazard and requisite risk assessment and mitigation measures. *See Chapter 1 p. 3-3, Chapter 3 p. 3-87 to 3-89, Chapter 4 p. 4-15, and Chapter 5 p. 5-12.*

The Plan was released for public review on June 7, 2018, and comments will be accepted until July 30, 2018.

It can be accessed on the County's website at <https://monocounty.ca.gov/planning/page/local-hazard-mitigation-plan-2017-update>. The website also has a link for submitting comments via an online survey.

The Plan has been sent to the stakeholders list and the RPAC distribution lists and was presented to the Planning Commission in June for discussion and comment. Based on public comments and input received, the Plan will be finalized and submitted to FEMA and Cal OES for approval in August. A public hearing before the Board of Supervisors and Mammoth Lakes Town Council will then be held to adopt the final document.

The Board is requested to receive the presentation from consultant Michael Baker International and discuss and provide any input. Comments may also be sent anytime during the public comment period to Wendy Sugimura (wsugimura@mono.ca.gov).

ATTACHMENT

- Multi-Jurisdictional Hazard Mitigation Plan, Public Review Draft, June 2018 via download from <https://monocounty.ca.gov/planning/page/local-hazard-mitigation-plan-2017-update> (22 MB)



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 17, 2018

Departments: Clerk-Recorder

TIME REQUIRED 15 minutes (5 minute presentation;
10 minute discussion)

PERSONS APPEARING BEFORE THE BOARD Shannon Kendall

SUBJECT Reimbursement of Election Costs

AGENDA DESCRIPTION:

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

Invoices for Town of Mammoth Lakes, Mammoth Unified School District and Mammoth Lakes Fire Protection District for partial reimbursement of races/measures on the June 5, 2018 ballot.

RECOMMENDED ACTION:

Approve invoices to the Town of Mammoth Lakes, the Mammoth Unified School District and the Mammoth Lakes Fire Protection District as prepared by the Elections Official.

FISCAL IMPACT:

Expense reimbursements in the amount of \$7,360.40 will be coming back to the County.

CONTACT NAME:

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Town Invoice plus worksheet
<input type="checkbox"/> MUSD Invoice plus worksheet
<input type="checkbox"/> MLFPD Invoice plus worksheet
<input type="checkbox"/> Backup documentation for item

History

Time	Who	Approval
7/11/2018 11:03 AM	County Administrative Office	Yes
7/9/2018 8:58 AM	County Counsel	Yes
7/5/2018 8:37 AM	Finance	Yes



**CLERK – RECORDER – REGISTRAR
COUNTY OF MONO**

**P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531**

Shannon Kendall
Clerk-Recorder-Registrar
760-932-5533
skendall@mono.ca.gov

Helen Nunn
Asst. Clerk-Recorder-Registrar
760-932-5534
hunn@mono.ca.gov

To: Honorable Board of Supervisors
From: Shannon Kendall, Registrar of Voters
Date: July 2, 2018

Subject
Reimbursement of Election Costs

Recommendation

Consider and potentially approve three invoices (one to the Town of Mammoth Lakes, one to the Mammoth Unified School District and one to the Mammoth Lakes Fire Protection District) for costs incurred by races/measures on the ballot in the Statewide Direct Primary which occurred on June 5, 2018.

Discussion

On June 5, 2018, the Mono County Elections Office conducted a Statewide Direct Primary Election. The ballot included the Town of Mammoth Lakes Town Council race as well as a cannabis tax measure; , a bond measure for the Mammoth Unified School District and a tax measure for the Mammoth Lakes Fire Protection District.

Pursuant to Elections Code 10002, “the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district.” Since the races/measures were consolidated with the Statewide Direct Primary Election, these invoices show pro-rated charges based on methodology used by the Election’s office.

We have attached our worksheets and research that were used to determine what to bill each entity. The proposed invoices are attached as well.

Fiscal Impact

Billing to the following entities in the following amounts: \$3,312.18 for the Town of Mammoth Lakes (covers both the Town Council race and the tax measure) \$2,208.12 for the Mammoth Unified School District’s bond measure and \$1,840.10 for the Mammoth Lakes Fire Protection District measure. A total of \$7,360.40 in revenue will be coming back to the county.



**CLERK – RECORDER – REGISTRAR
COUNTY OF MONO**

**P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531**

Shannon Kendall
Clerk-Recorder-Registrar
760-932-5533
skendall@mono.ca.gov

Helen Nunn
Asst. Clerk-Recorder-Registrar
760-932-5534
hunn@mono.ca.gov

INVOICE

June 5, 2018, Statewide Direct Primary Election

Date: July 17, 2018
To: Dan Holler and Jamie Gray, Town of Mammoth Lakes
From: Shannon Kendall, Mono County Clerk-Recorder-Registrar
Re: Town of Mammoth Lakes, Pro-Rated Share of Election Costs

Amount Payable to Mono County Clerk: \$3,312.18

Pursuant to California Elections Code §10002, I submit the following cost information for the consolidation of the General Municipal Election with the Statewide Direct Primary Election for the Town of Mammoth Lakes Town Council race and cannabis tax measure. The amount payable was approved by the Mono County Board of Supervisors on July 17, 2018:

Election Costs

Personnel Costs:	\$ 77,556.28
Material Costs:	\$ 32,849.59
Total Costs:	\$110,405.87
Mammoth Costs (based on 5 of 12 precincts)	\$ 46,002.45

Town of Mammoth Lakes

Pro-rated share of Mammoth Unified School District's cost: \$3,312.18

- Pro-rated share is based on costs specific to Mammoth Lakes and divided by the total number of races/measures on the ballot. Candidate races are counted as 1; measures are counted as 1.25 due to additional work involved.
 - The June ballot had 31.25 races/measures, 2.25 of which are assigned to the Town of Mammoth (1 for Town Council and 1.25 for tax measure)
 - Calculation: $\$46,002.45 / 31.25 \times 2.25 = \$3,312.18$
- Detail is provided in the attached worksheet.
- Please submit your payment to Mono County Clerk within 30 days of this invoice.

TOWN OF MAMMOTH LAKES

Billing Work Sheet

MATERIAL EXPENSE	Actual Cost	MAMMOTH COST	PRO RATED SHARE TOML
Dominion	\$3,500.00	\$1,458.33	\$105.00
ProVote	\$25,249.83	\$10,520.76	\$757.49
Postage	\$555.60	\$231.50	\$16.67
Supplies	\$1,673.41	\$697.25	\$50.20
Publications	\$1,870.75	\$779.48	\$56.12
Sub Total	\$32,849.59	\$13,687.33	\$985.49
PERSONNEL EXPENSE			
Public Works	\$762.16	\$317.57	\$22.86
IT Department	\$6,737.74	\$2,807.39	\$202.13
Other Depts	\$606.04	\$252.52	\$18.18
Elections Office	\$62,903.49	\$26,209.79	\$1,887.10
Poll Workers	\$6,428.29	\$2,678.45	\$192.85
Travel/Lodging	\$118.56	\$49.40	\$3.56
Sub Total	\$77,556.28	\$32,315.12	\$2,326.69
TOTAL	\$110,405.87	\$46,002.45	\$3,312.18
Methodology:			
Mono County has 12 precincts, 5 of which are in Mammoth Lakes. Accordingly, Mammoth Lakes has been assigned 5/12 of the total cost for each line item.			
There were 20 regular contests and 9 ballot measures on the ballot. Because of extra time and expenses associated with ballot measures, a factor of 1.25 is assigned to ballot measures. Of the 31.25 billable contests on the ballot, the Town of Mammoth Lakes is responsible for 2.25 (Town Council @ 1, Measure C @ 1.25)			
Mammoth Cost divided by 31.25 x 2.25 = pro rated share to Town of Mammoth Lakes.			



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INVOICE

June 5, 2018, Statewide Direct Primary Election

Date: July 17, 2018
To: Lois Klein and Brook Bhien
From: Shannon Kendall, Mono County Clerk-Recorder-Registrar
Re: Mammoth Unified School District, Pro-Rated Share of Election Costs

Amount Payable to Mono County Clerk: \$2,208.12

Pursuant to California Elections Code §10002 and Education Code §5421, I submit the following cost information for the consolidation of the General Municipal Election with the Statewide Direct Primary Election for the Mammoth Unified School District's bond measure. The amount payable was approved by the Mono County Board of Supervisors on July 17, 2018:

Election Costs

Personnel Costs:	\$ 77,556.28
Material Costs:	\$ 32,849.59
Total Costs:	\$110,405.87
Mammoth Costs (based on 6 of 12 precincts)	\$ 55,202.94

Mammoth Lakes Unified School District

Pro-rated share of Mammoth Unified School District's cost: \$2,208.12

- Pro-rated share is based on costs specific to Mammoth Lakes and divided by the total number of races/measures on the ballot. Candidate races are counted as 1; measures are counted as 1.25 due to additional work involved.
 - The June ballot had 31.25 races/measures, 1.25 of which are assigned to MUSD
 - Calculation: $\$55,202.94 / 31.25 \times 1.25 = \$2,208.12$
- Detail is provided in the attached worksheet.
- Please submit your payment to Mono County Clerk within 30 days of this invoice.

MAMMOTH UNIFIED SCHOOL DISTRICT

Billing Work Sheet

MATERIAL EXPENSE	Actual Cost	MAMMOTH COST	PRO RATED SHARE TOML
Dominion	\$3,500.00	\$1,750.00	\$70.00
ProVote	\$25,249.83	\$12,624.92	\$505.00
Postage	\$555.60	\$277.80	\$11.11
Supplies	\$1,673.41	\$836.71	\$33.47
Publications	\$1,870.75	\$935.38	\$37.42
Sub Total	\$32,849.59	\$16,424.80	\$656.99
PERSONNEL EXPENSE			
Public Works	\$762.16	\$381.08	\$15.24
IT Department	\$6,737.74	\$3,368.87	\$134.75
Other Depts	\$606.04	\$303.02	\$12.12
Elections Office	\$62,903.49	\$31,451.75	\$1,258.07
Poll Workers	\$6,428.29	\$3,214.15	\$128.57
Travel/Lodging	\$118.56	\$59.28	\$2.37
Sub Total	\$77,556.28	\$38,778.14	\$1,551.13
TOTAL	\$110,405.87	\$55,202.94	\$2,208.12
Methodology:			
Mono County has 12 precincts, 6 of which are in Mammoth Unified School District. Accordingly, MUSD has been assigned 6/12 of the total cost for each line item.			
There were 20 regular contests and 9 ballot measures on the ballot. Because of extra time and expenses associated with ballot measures, a factor of 1.25 is assigned to ballot measures. Of the 31.25 billable contests on the ballot, MUSD is responsible for 1.25 (Measure B @ 1.25)			
Mammoth Cost divided by 31.25 x 1.25 = pro rated share to Mammoth Unified School District.			



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INVOICE

June 5, 2018, Statewide Direct Primary Election

Date: July 17, 2018
To: Frank Frievalt, Chief
From: Shannon Kendall, Mono County Clerk-Recorder-Registrar
Re: Mammoth Lakes Fire Protection District, Pro-Rated Share of Election Costs

Amount Payable to Mono County Clerk: \$1,840.10

Pursuant to California Elections Code §10002, I submit the following cost information for the consolidation of the General Municipal Election with the Statewide Direct Primary Election for the Town of Mammoth Lakes Town Council race and cannabis tax measure. The amount payable was approved by the Mono County Board of Supervisors on July 17, 2018:

Election Costs

Personnel Costs:	\$ 77,556.28
Material Costs:	<u>\$ 32,849.59</u>
Total Costs:	\$110,405.87
Mammoth Costs (based on 5 of 12 precincts)	\$ 46,002.45

Town of Mammoth Lakes

Pro-rated share of Mammoth Lakes Fire Protection District's cost: \$1,840.10

- Pro-rated share is based on costs specific to Mammoth Lakes and divided by the total number of races/measures on the ballot. Candidate races are counted as 1; measures are counted as 1.25 due to additional work involved.
 - The June ballot had 31.25 races/measures, 1.25 of which are assigned to the District for their tax measure
 - Calculation: $\$46,002.45 / 31.25 \times 1.25 = \$1,840.10$
- Detail is provided in the attached worksheet.
- Please submit your payment to Mono County Clerk within 30 days of this invoice.

MAMMOTH LAKES FIRE PROTECTION DISTRICT

Billing Work Sheet

MATERIAL EXPENSE	Actual Cost	MAMMOTH COST	PRO RATED SHARE TOML
Dominion	\$3,500.00	\$1,458.33	\$58.33
ProVote	\$25,249.83	\$10,520.76	\$420.83
Postage	\$555.60	\$231.50	\$9.26
Supplies	\$1,673.41	\$697.25	\$27.89
Publications	\$1,870.75	\$779.48	\$31.18
Sub Total	\$32,849.59	\$13,687.33	\$547.49
PERSONNEL EXPENSE			
Public Works	\$762.16	\$317.57	\$12.70
IT Department	\$6,737.74	\$2,807.39	\$112.30
Other Depts	\$606.04	\$252.52	\$10.10
Elections Office	\$62,903.49	\$26,209.79	\$1,048.39
Poll Workers	\$6,428.29	\$2,678.45	\$107.14
Travel/Lodging	\$118.56	\$49.40	\$1.98
Sub Total	\$77,556.28	\$32,315.12	\$1,292.60
TOTAL	\$110,405.87	\$46,002.45	\$1,840.10
Methodology:			
Mono County has 12 precincts, 5 of which are in Mammoth Lakes Fire Protection District. Accordingly, MLFD has been assigned 5/12 of the total cost for each line item.			
There were 20 regular contests and 9 ballot measures on the ballot. Because of extra time and expenses associated with ballot measures, a factor of 1.25 is assigned to ballot measures. Of the 31.25 billable contests on the ballot, MLFD is responsible for 1.25 (Measure A @ 1.25)			
Mammoth Cost divided by 31.25 x 1.25 = pro rated share to Mammoth Lakes Fire Protection District.			

**Statewide Direct Primary Election
June 5, 2018
Personnel Costs**

Public Works Department

Provided assistance on June 4th and 6th, loading and transporting election equipment, and setting up voting booths.

- Labor and Equipment
- **TOTAL = \$762.16**

IT Department

Provided pre-election services with database and Election Day assistance at the polling places and central count location.

- **TOTAL = \$6737.74**

Other County Departments

Provided assistance with VBM ballots and on Election Day.

- CD Ritter (accepted VBM; worked at the provisional table in Mammoth): \$246.40
- Leslie Chapman (transport): \$359.64
- **TOTAL = \$606.04**

Elections Office

Pre-election preparations, Election Day/Night, Post-election canvass

- Shannon Kendall: \$24,624.00
- Helen Nunn: \$25,627.20
- Scheereen Dedman: \$2,105.00
- Renn Nolan: \$5,086.18
- Ashley Strain: \$5,136.99
- Debra Vandebroke: \$152.28
- Ruth Hansen: \$171.84
- **TOTAL = \$62,903.49**

Poll Workers

Election Day work at polling places

- **TOTAL: \$6,428.29**

Travel/Lodging

Travel within the County to set up polling places, provide IT assistance at polling places, and retrieve data on Election Night. Some employees require overnight lodging due to late hours and distance to their homes.

- **TOTAL: \$118.56**

GRAND TOTAL OF PERSONNEL COSTS: \$77,556.28

Statewide Direct Primary Election
June 5, 2018
Material Costs

Dominion

Services and Support (database creation)

- **\$3,500**

Pro Vote Solutions

Ballot/Sample Ballot Production and Processing

\$25,249.83 (\$8,750 deducted for Candidate Statement costs)

Postage

In-house VBMs

- **\$555.60**

Supplies

Precincts

- **\$1,673.41 (misc election supplies)**

Publications

Required and Voter Outreach/Education

- **KMMT radio spots: \$800.00**
- **Newspaper ads/notices: \$1,070.75**

GRAND TOTAL OF MATERIAL COSTS: \$32,849.59

Pro Vote Costs Break-out for June 5, 2018

Total Expenses: \$33,999.83

Ballots: Cost per Ballot (15,644 ballots)

- Ballots: \$7,228.96
- Test Deck: \$545.94
- Spanish Facsimile: \$2,781.00
- TOTAL: \$10,555.90/15,644 = \$0.675 each

VBM Ballot: Mailing 3,597

- Postage: \$494.98
- Insert & Address: \$2,496.19
- TOTAL: \$2,991.17/3,597=\$0.832 each

Envelope Purchases:

- VBM: \$1,377.09
- Provisional: \$126.00
- Military: \$200.00
- TOTAL: \$1,703.09

Sample Ballots: Cost per Sample Ballot (6,025 printed)

- Booklets: \$6,477.61 (subtracted \$8,750, the cost for candidate statements)
- TOTAL: \$6,477.61/6,025 = \$1.075 each

Sample Ballot: Mailing 6,025

- Postage: \$1,405.96/6,025 = \$0.233 each

Add'l taxes/fees/etc:

- Taxes, freight, postage: \$2,688.21
- Discount for early pay: -\$571.11
- TOTAL: \$2,117.10

Mammoth Break-out

- Ballots Ordered: 4,112 x .675 = \$2,775.60
- Vote-by-Mail sent: 1,812 x .832 = \$1,507.58
- Sample Ballots Printed: 5,662 x 1.075 = \$6,086.65
- Sample Ballots Mailed: 4,909 x .233 = \$1,143.80

PUBLICATIONS				
Invoice	Total	Invoice Date	Vendor	Description
I18-008288	103.75	02/22/2018	HORIZON CALIFORNIA PUBLICATIONS, INC	Primary Election Notice Publication 2/22/2018Cust# 02100288 Ad#39367
I18-009301	37.50	03/15/2018	HORIZON CALIFORNIA PUBLICATIONS, INC	AD#39448 3/15/18 Notice Fixing Time for Submission
I18-009615	66.25	03/22/2018	HORIZON CALIFORNIA PUBLICATIONS, INC	Ad#39460 3/22/2018 List of Qualified Local Candidates Cust# 02100288
I18-009632	409.50	03/13/2018	THE SHEET, INC	#2018-0024 Notices of offices for June election
I18-010553	40.00	04/19/2018	HORIZON CALIFORNIA PUBLICATIONS, INC	Ad#39542 Published 4/12-4/19/18 Be A Pollworker
I18-010555	47.25	04/15/2018	THE SHEET, INC	#2018-0036 Notice of Fixing Time for Submission of Ballot Measure March 17 issue
I18-010557	199.50	04/15/2018	THE SHEET, INC	#2018-0043 List of Qualified Local Candidates for June 5, 2018 ballot. Published March 24 Issue
I18-012206	17.75	05/31/2018	HORIZON CALIFORNIA PUBLICATIONS, INC	Notice of One Percent Manual Tally 5/31/2018Customer#02100288
I18-012209	45.25	05/31/2018	HORIZON CALIFORNIA PUBLICATIONS, INC	Cust#02100288 Ad#39777 Mono County Polling Location
I18-012210	15.25	05/31/2018	HORIZON CALIFORNIA PUBLICATIONS, INC	Cust#02100288 Notice pursuant to California Electionad#39764
I18-012211	13.75	06/07/2018	HORIZON CALIFORNIA PUBLICATIONS, INC	Corrected Notice of One Percent Manual TalleyCust#02100288 Ad#39789
I18-012602	75.00	05/10/2018	HORIZON CALIFORNIA PUBLICATIONS, INC	Ad#39699 Cust#02100288 1/6V Ballots Mailed
	1,070.75			
I18-010548	800.00	04/10/2018	KMMT-FM	Radio spots for Shannon Kendall-Election informationStart date 04/11/2018 End date 4/18/2018

POLLWORKERS				
I18-011433	38.25	04/24/2018	KATHRYN ANDERSON	Pollworker training on 4/24 and 5/10/18
I18-011434	38.25	04/24/2018	DINAH FRINKE-CRAIG	Pollworker training on 4/24 & 5/10/2018
I18-011435	21.25	04/24/2018	David A. Laughton	Pollworker training on 4/24 and 5/10/2018
I18-011466	17.00	04/24/2018	ROBERT J. LAVENBERG	Pollworker training 4/24/18 for June 6/5/18 training
I18-011467	17.00	04/24/2018	REBECCA WATKINS	Pollworker training 4/24/18 for Election 6/5/18
I18-011468	34.00	04/24/2018	W. LOUISE WARREN	Pollworker training 4/24/18 and 5/10/18 for Election 6/5/18
I18-011471	17.00	05/10/2018	Charles L. Scatolini	Pollworker training 5/10/18 for Election 6/5/18
I18-011472	38.25	04/24/2018	MARY ANN DUNIGAN	Pollworker training 4/24 & 5/10 Election 6/5/2018
I18-011474	21.25	04/24/2018	CAROLYN BALLIET	Pollworker training 4/24 Election 6/5/2018
I18-011476	21.25	04/24/2018	JAMES A. CLARK, JR.	Pollworker training on 4/24/18Primary Election 6/5/18
I18-011477	17.00	05/10/2018	Emily A. Falkingham	Pollworker training on 5/10/18Primary Election 6/5/18
I18-011480	21.25	05/24/2018	MARY E. MCDOWELL	Pollworker training on 4/24/18Primary Election 6/5/18
I18-011482	58.42	04/23/2018	SALLY MILLER	Pollworker training on 4/23/18Primary Election 6/5/18
I18-011493	38.25	04/24/2018	Jonathan Goodwin	Pollworker training on 4/24/18 and 5/10Primary Election 6/5/18
I18-011501	21.25	04/24/2018	Christopher P. Klein	Pollworker training on 4/24/18Primary Election 6/5/18
I18-011521	17.00	05/10/2018	Theodore Elias	Pollworker training on 5/10/18Primary Election 6/5/18
I18-011524	17.00	04/25/2018	Richard S. Buell	Pollworker training on 4/25/18Primary Election 6/5/18
I18-011525	17.00	05/10/2018	Lisa F. Gill	Pollworker training on 5/10/18Primary Election 6/5/18
I18-011526	17.00	05/10/2018	John S. Gill	Pollworker training on 5/10/18Primary Election 6/5/18
I18-011527	17.00	05/10/2018	Claudia G. Holler	Pollworker training on 5/10/18Primary Election 6/5/18
I18-011528	21.25	04/24/2018	Barbara E. Phillips	Pollworker training on 4/24/18Primary Election 6/5/18
I18-011529	17.00	05/10/2018	Berenice Kaempfer	Pollworker training 05/10/18Primary Election 6/5/18
I18-011530	17.00	05/10/2018	David E. Knowles	Pollworker training on 5/10/18Primary Election 6/5/18
I18-012403	100.70	06/05/2018	SALLY MILLER	Primary Election 6/5/18 Inspector
I18-012404	156.75	06/05/2018	David A. Laughton	Primary Election 6/5/18 Inspector
I18-012405	156.75	06/05/2018	W. LOUISE WARREN	Primary Election 6/5/18 Inspector
I18-012406	162.25	06/05/2018	ROBERT J. LAVENBERG	Primary Election 6/5/18 Inspector
I18-012418	114.75	06/05/2018	Virginia C. Hoff	Primary Election 6/5/18 Pollworker
I18-012419	116.88	06/05/2018	Claudia G. Holler	Primary Election 6/5/18 Pollworker
I18-012420	116.88	06/05/2018	Emily A. Falkingham	Primary Election 6/5/18 Pollworker
I18-012421	116.88	06/05/2018	REBECCA WATKINS	Primary Election 6/5/18 Pollworker
I18-012422	112.63	06/05/2018	Lisa F. Gill	Primary Election 6/5/18 Pollworker
I18-012423	112.63	06/05/2018	John S. Gill	Primary Election 6/5/18 Pollworker
I18-012424	114.75	06/05/2018	Charles L. Scatolini	Primary Election 6/5/18 Pollworker
I18-012425	154.00	06/05/2018	MARY ANN DUNIGAN	Primary Election 6/5/18 Pollworker

I18-012426	114.75	06/05/2018	Richard S. Buell	Primary Election 6/5/18 Pollworker
I18-012427	61.63	06/05/2018	CAROLYN BALLIET	Primary Election 6/5/18 Pollworker
I18-012428	114.75	06/05/2018	Theodore Elias	Primary Election 6/5/18 Pollworker
I18-012429	119.00	06/05/2018	James Kalember	Primary Election 6/5/18 Pollworker
I18-012430	114.75	06/05/2018	MARY E. MCDOWELL	Primary Election 6/5/18 Pollworker
I18-012431	114.75	06/05/2018	Barbara E. Phillips	Primary Election 6/5/18 Pollworker
I18-012432	114.75	06/05/2018	Christopher P. Klein	Primary Election 6/5/18 Pollworker
I18-012468	463.05	06/05/2018	KATHRYN ANDERSON	Primary Election 6/5/18 Coordinator Pay
I18-012565	286.95	06/05/2018	DINAH FRINKE-CRAIG	PRIMARY ELECTION 6/5/18 COORDINATOR PAY AND FOOD REIMBURSEMENT
I18-012568	114.75	06/15/2018	Berenice Kaempfer	ELECTION 6/5/18 POLLWORKER
I18-012569	170.50	06/15/2018	Jonathan Goodwin	PRIMARY ELECTION 6/5/18 INSPECTOR
I18-012570	74.38	06/15/2018	Edelmira Dillingham	PRIMARY ELECTION 6/5/18 POLLWORKER
	3,959.78		Mammoth pollworkers	
I18-011502	17.00	05/24/2018	MARY F. HUSSMAN	Pollworker training on 4/25/18Primary Election 6/5/18
I18-011503	17.00	04/25/2018	DOROTHY MASON PRIOR	Pollworker training on 4/25/18Primary Election 6/5/18
I18-011504	17.00	04/25/2018	MARLENE E. STEWART	Pollworker training on 4/25/18Primary Election 6/5/18
I18-011505	17.00	04/25/2018	DONNA M. SMYTH	Pollworker training on 4/25/18Primary Election 6/5/18
I18-011506	17.00	04/23/2018	Carol Ann Mitchell	Pollworker training on 4/23/18Primary Election 6/5/18
I18-011507	17.00	04/23/2018	MARION J. DUNN	Pollworker training on 4/23/18Primary Election 6/5/18
I18-011508	17.00	04/23/2018	Debra Eilts	Pollworker training on 4/23/18Primary Election 6/5/18
I18-011510	17.00	04/23/2018	Jeannie Hutton	Pollworker training on 4/23/18Primary Election 6/5/18
I18-011512	17.00	05/10/2018	JORA FOGG	Pollworker training on 5/10/18Primary Election 6/5/18
I18-011516	17.00	05/10/2018	LAURA NEWLAND	Pollworker training on 5/10/18Primary Election 6/5/18
I18-011518	17.00	04/24/2018	JEAN DILLINGHAM	Pollworker training on 4/24/18Primary Election 6/5/18
I18-011519	17.00	04/23/2018	Teri Knowles	Pollworker training on 4/23/18Primary Election 6/5/18
I18-011520	17.00	04/23/2018	JOAN STERN	Pollworker training on 4/23/18Primary Election 6/5/18
I18-011532	17.00	05/24/2018	PATTI J. HEINRICH	Pollworker training on 5/10/18Primary Election 6/5/18
I18-011535	17.00	04/25/2018	Maurica O. Anderson	Pollworker training on 4/25/18Primary Election 6/5/18
I18-011536	17.00	04/25/2018	Liam Q Dillingham	Pollworker training on 4/25/18Primary Election 6/5/18
I18-011537	17.00	04/25/2018	Edward W. Oliver	Pollworker training on 4/25/18Primary Election 6/5/18
I18-012393	156.75	06/05/2018	MARY F. HUSSMAN	Primary Election 6/5/18 Inspector
I18-012394	121.13	06/05/2018	CYNTHIA HARVEY	Primary Election 6/5/18 Pollworker

I18-012395	121.13	06/05/2018	MARLENE E. STEWART	Primary Election 6/5/18 Pollworker
I18-012396	186.73	06/05/2018	DONNA M. SMYTH	Primary Election 6/5/18 Inspector
I18-012402	215.00	06/05/2018	PATTI J. HEINRICH	Primary Election 6/5/18 Inspector
I18-012407	156.75	06/05/2018	Teri Knowles	Primary Election 6/5/18 Inspector
I18-012408	159.50	06/05/2018	Carol Ann Mitchell	Primary Election 6/5/18 Inspector
I18-012409	119.00	06/05/2018	Maurica O. Anderson	Primary Election 6/5/18 Pollworker
I18-012410	63.75	06/05/2018	Edward W. Oliver	Primary Election 6/5/18 Pollworker
I18-012411	61.63	06/05/2018	Liam Q Dillingham	Primary Election 6/5/18 Pollworker
I18-012412	116.88	06/05/2018	MARION J. DUNN	Primary Election 6/5/18 Pollworker
I18-012413	119.00	06/05/2018	Debra Eilts	Primary Election 6/5/18 Pollworker
I18-012414	114.75	06/05/2018	Jeannie Hutton	Primary Election 6/5/18 Pollworker
I18-012415	121.13	06/05/2018	David E. Knowles	Primary Election 6/5/18 Pollworker
I18-012416	116.88	06/05/2018	JOAN STERN	Primary Election 6/5/18 Pollworker
I18-012417	25.50	06/05/2018	Carolyn Kavulla	Primary Election 6/5/18 Pollworker
I18-012433	93.50	06/05/2018	LAURA NEWLAND	Primary Election 6/5/18 Pollworker
I18-012434	46.75	06/05/2018	JORA FOGG	Primary Election 6/5/18 Pollworker
I18-012435	63.75	06/05/2018	JEAN DILLINGHAM	Primary Election 6/5/18 Pollworker
	2,468.51		other precinct pollworkers	

PERSONNEL			
Name	Rate	Hours	Total
Elections Office:			
Shannon Kendall	\$ 64.80	380.00	\$ 24,624.00
Helen Nunn	\$ 67.44	380.00	\$ 25,627.20
Scheereen Dedman	\$ 42.10	50.00	\$ 2,105.00
Debra Vandebroke	\$ 38.07	4.00	\$ 152.28
Ruth Hansen	\$ 42.96	4.00	\$ 171.84
Temp workers:			
Ashley Strain	\$ 22.19	231.50	\$ 5,136.99
Renn Nolan	\$ 35.63	142.75	\$ 5,086.18
			\$ 62,903.49
Public Works:			
John Hauter	\$ 38.94		
Tony Iniquez	\$ 44.93		
Eric Eilts	\$ 33.11		
			\$ 762.16
IT:			
Jami Jerrett	\$ 59.95	40.00	\$ 2,398.00
Eric Bucklin	\$ 54.75	74.50	\$ 4,078.88
Steve Connett	\$ 44.58	1.00	\$ 44.58
Andy Liu	\$ 56.96	1.00	\$ 56.96
Neil Peiterse	\$ 52.40	2.00	\$ 104.80
Milan Salva	\$ 54.52	1.00	\$ 54.52
			\$ 6,737.74
Other Depts:			
CD Ritter	\$ 44.80	5.50	\$ 246.40
Leslie Chapman	\$ 119.88	3.00	\$ 359.64
			\$ 606.04

SUPPLIES - POSTAGE							
Journal Description	Entered	Amount	Comment	PARTME	OBJECT	Account	Vendor Name
Invoice # 118-009609	04/10/2018	102.95	Election supplies	181	32000	100-15-181-32000	QUILL CORPORATION
Invoice # 118-009610	04/10/2018	17.15	Election supplies-batteries	181	32000	100-15-181-32000	QUILL CORPORATION
Invoice # 118-010551	05/08/2018	99.68	Office supplies for Elections and copy p	181	32000	100-15-181-32000	QUILL CORPORATION
Invoice # 118-010954	05/11/2018	16.99	Dymo Printer Adapter - PCard	181	32000	100-15-181-32000	U.S. BANK
Invoice # 118-010954	05/11/2018	339.57	Calico Designs File Cabinets(3) for Elec	181	32000	100-15-181-32000	U.S. BANK
Invoice # 118-010954	05/11/2018	5.80	UPS PICKUP CHARGE INV# 180424-033860 - P	181	32000	100-15-181-32000	shipping inserts to ProVote Solutions
Invoice # 118-010954	05/11/2018	23.95	UPS Shipping Charge 4/10/2018 - PCard	181	32000	100-15-181-32000	shipping inserts to ProVote Solutions
118-010551	4/20/2018	173.02	Office supplies for Elections and copy paper				QUILL CORPORATION
Invoice # 118-010994	05/11/2018	74.67	BPA Free ICE Paper Rolls(123-001015)	181	32000	100-15-181-32000	DOMINION VOTING SYSTEMS, INC
Invoice # 118-011261	05/22/2018	39.23	Labels neon red - 2 Acct# C1807894	181	32000	100-15-181-32000	QUILL CORPORATION
Invoice # 118-011405	05/23/2018	63.67	P-Tch tape 3/4 In for elections Acct#C18	181	32000	100-15-181-32000	QUILL CORPORATION
Invoice # 118-012319	06/15/2018	83.42	Floor Standing Ballot Box -2 Boxes - PCa	181	32000	100-15-181-32000	U.S. BANK
Invoice # 118-012319	06/15/2018	21.44	Everbrite 18-Pack Mini LED Flashlight Se	181	32000	100-15-181-32000	U.S. BANK
Invoice # 118-012319	06/15/2018	139.79	Cardboard Ballot Box w/pocket-6 - PCard	181	32000	100-15-181-32000	U.S. BANK
Invoice # 118-012319	06/15/2018	128.70	6 Print Cartridges - PCard	181	32000	100-15-181-32000	U.S. BANK
Invoice # 118-012319	06/15/2018	169.10	Easy Pull Tite Seals and Collapsible Bal	181	32000	100-15-181-32000	U.S. BANK
Invoice # 118-012319	06/15/2018	130.22	Mens and Womens Election T-ShirtsOrder	181	32000	100-15-181-32000	U.S. BANK
Invoice # 118-012319	06/15/2018	9.08	Adhesive Shipping Label Envelope Pouches	181	32000	100-15-181-32000	U.S. BANK
Invoice # 118-012319	06/15/2018	14.99	32" Lanyards w/ Swivel Hook Attachment -	181	32000	100-15-181-32000	U.S. BANK
Invoice # 118-012319	06/15/2018	19.99	CCR Scissors 12-Pack Order#113-1269078-0	181	32000	100-15-181-32000	U.S. BANK
		1673.41					
Invoice # 118-011356	05/22/2018	37.45	April 2018 Postage. Acct# 8000-9090-0024	181	32000	100-15-181-32000	PURCHASE POWER
		515.27	May 2018 postage	181	32000		
		2.88	June 2018 postage	181	32000		
		555.60					



Date:	4/30/2018
Invoice No:	61896
Terms:	Net 30
Customer PO:	
Job No:	
Salesperson:	Nancy Phillips

90 West Poplar Avenue, Porterville CA 93257

Bill To:
 Mono County
 Attn: Shannon Kendall
 P.O Box 237
 Bridgeport, CA 93517

Ship To:

QUANTITY	DESCRIPTION	UNIT PRICE	EXT. PRICE
	STATEWIDE DIRECT PRIMARY ELECTION JUNE 5, 2018		
	Envelopes		\$1,284.00
	<i>VBM envelope purchase</i>		
	<i>1 Elect 32000</i>		
	SUBTOTAL		\$1,284.00
	TAX		\$93.09
	TOTAL DUE		\$1,377.09

REMIT TO:
 ProDocumentSolutions, Inc
 1760 Commerce Way
 Paso Robles, CA 93446



90 West Poplar Avenue, Porterville, CA 93257

Phone 559 719-2136

Fax 559 719-2111

APRIL 2018

ATTACHMENT TO INVOICE - COST BREAKDOWN

JOB NOS. E230907

**BILL TO: MONO COUNTY ELECTIONS
P.O. BOX 237
BRIDGEPORT, CA 93517-0237
Attn: Shannon Kendall**

**OUTGOING AND INCOMING ENVELOPES
PRIMARY ELECTION
JUNE 12, 2018**

8,000 OUTGOING AND INCOMING ENVELOPES		JOB E2330907	\$1,284.00
3,600	Outgoing envelope with open window 6-1/8 x 9-3/4 White wove 28# Black Ink, with Indica	@ \$162.00 /M	\$583.20
400	Outgoing envelope w/ open window, 6-1/8 x 9 -3/4, White wove 28# Black ink , no indicia	@ \$162.00 /M	\$64.80
4,000	ID Return CRM envelope, 5 -7/8 x 9, Manila wove 24#, Black ink	@ \$159.00 /M	\$636.00
SUBTOTAL			\$1,284.00



Date:	4/30/2018
Invoice No:	61891
Terms:	Due Upon Receipt
Customer PO:	
Job No:	
Salesperson:	Nancy Phillips

90 West Poplar Avenue, Porterville CA 93257

Bill To:
 Mono County
 Attn: Shannon Kendall
 P.O Box 237
 Bridgeport, CA 93517

Ship To:

QUANTITY	DESCRIPTION	UNIT PRICE	EXT. PRICE
	STATEWIDE DIRECT PRIMARY ELECTION JUNE 5, 2018 Book Mailing 6,025 Pieces Mailed: Postage Due <i>Sample ballot postage</i> <i>1 Elect 32,000</i>		\$1,405.96
	SUBTOTAL		\$1,405.96
TOTAL DUE			\$1,405.96
REMIT TO: ProDocumentSolutions, Inc 1760 Commerce Way Paso Robles, CA 93446			



Date:	5/16/2018
Invoice No:	61920
Terms:	Due Upon Receipt
Customer PO:	
Job No:	
Salesperson:	Nancy Phillips

90 West Poplar Avenue, Porterville CA 93257

Bill To:
 Mono County
 Attn: Shannon Kendall
 P.O Box 237
 Bridgeport, CA 93517

Ship To:

QUANTITY	DESCRIPTION	UNIT PRICE	EXT. PRICE
	STATEWIDE DIRECT PRIMARY ELECTION JUNE 5, 2018		
	Ballot Mailing 3,597 Pieces Mailed: Postage Due		\$494.98
	<i>VBH postage</i>		
	SUBTOTAL		\$494.98
TOTAL DUE			\$494.98
REMIT TO: ProDocumentSolutions, Inc 1760 Commerce Way Paso Robles, CA 93446			



A Division of ProDocumentSolutions, Inc.



Date:	3/1/2018
Invoice No:	61868
Terms:	Net 30
Customer PO:	
Job No:	
Salesperson:	Nancy Phillips

90 West Poplar Avenue, Porterville CA 93257

Bill To:

Mono County
 Attn: Shannon Kendall
 P.O Box 237
 Bridgeport, CA 93517

Ship To:

100-15-181-33124

QUANTITY	DESCRIPTION	UNIT PRICE	EXT. PRICE
	STATEWIDE DIRECT PRIMARY ELECTION JUNE 5, 2015		
	Prepayment Discount Plan		\$5,547.00
	<i>Please pay out of 100-15-181-33124</i>		
	<i>I have backup w/ amt payment please</i>		
	SUBTOTAL		\$5,547.00

TOTAL DUE \$5,547.00

REMIT TO:
 ProDocumentSolutions, Inc
 1760 Commerce Way
 Paso Robles, CA 93446



ProVoteSolutions
90 W. Poplar Avenue, Porterville, CA 93257

Phone 800-726-0080
Fax 800-726-0067

RECEIVED

MAR 2 2018

LETTER OF INTENT
ProVoteSolutions

OFFICE OF THE CLERK

COUNTY OF: MONO

DATE: March 1, 2018

ELECTION OFFICIAL: SHANNON KENDALL

PHONE: 760-932-5534

**MAILING ADDRESS: P.O. BOX 237
BRIDGEPORT CA 93517**

Upon Completion please sign and fax to: 800 726 0067

We want to take advantage of the discount and understand that ProVoteSolutions needs to receive a check for 50% of the estimated printing costs before **April 1, 2018**.

We wish to decline the **2%** discount offer.

The estimated dollar amount for the costs of production and Election materials from ProVoteSolutions for the June 5, 2018 Election will be **\$11,093** divided by 2 = **\$5,547**. Invoice enclosed if you wish to accept. Remaining balance must be received **no later than 30 days** from the date of the final invoice in order for the full **2%** discount to be valid. (Please refer to Prepayment Plan)

Shannon Kendall
Authorized Signature (Required)

03/16/18
Date

Clerk / Registrar
Title

Comments/Questions _____

Thank you for your confidence in ProVoteSolutions!



90 West Poplar Avenue, Porterville, CA 93257
 Phone 559 719-2136
 Fax 559 719-2111

MARCH 2018

INVOICE FOR PRE PAYMENT ESTIMATE

**BILL TO: MONO COUNTY CLERK
 PO BOX 237
 BRIDGEPORT, CA 93517**

**STATEWIDE DIRECT PRIMARY ELECTION
 June 5, 2018**

OFFICIAL IMAGECAST BALLOTS				\$3,468.00
1	Machine Setup	@	\$400.00 /Lot	\$400.00
12	Digital Print/ Per Precinct	@	\$80.00 /ea	\$960.00
3,200	Printing Official Ballots -14" Ballot	@	\$310.00 /M	\$992.00
3,600	Printing VBM/Mail Ballots -14" Ballot	@	\$310.00 /M	\$1,116.00
Misc. Ballot Charges				
0		@	/ea	\$0.00
0		@	/ea	\$0.00
1 SET OF PREMARKED TEST DECKS				\$ 447.00
12	Setup: Total Ballot Types / Precincts	@	\$16.00 /ea	\$192.00
750	14" Ballot	@	\$0.34 /ea	\$255.00
0	23½ Ballot Grain Long	@	\$0.43 /ea	\$0.00
SAMPLE BALLOT BOOKLETS				\$6,073.20
1	Election Setup-Covers	@	\$950.00 /Lot	\$950.00
0	Election Setup-B/W Covers	@	\$700.00 /ea	\$0.00
5	Ballot Type Changes	@	\$100.00 /ea	\$500.00
10	Sample Ballot Page Setup	@	\$102.00 /ea	\$1,020.00
0	Measure Text Page Setup	@	\$102.00 /ea	\$0.00
4	Candidate Statement Page Setup	@	\$102.00 /ea	\$408.00
Electronic Copy Input				
2	¼ Page Measure / Candidate	@	\$53.00 /ea	\$106.00
0	½ Page Candidate Statement	@	\$48.00 /ea	\$0.00
6	Full Page Measure/ Candidate	@	\$43.00 /ea	\$258.00
0	Customer Supplied Art	@	\$43.00 /ea	\$0.00
Misc. Book Charges				
0		@	/ea	\$0.00
0		@	/ea	\$0.00
0		@	/M	\$0.00
Booklet Run Charges				
0	6 Page (3 Part)	@	\$189.00 /M	\$0.00
0	8 Page (4 Part)	@	\$212.40 /M	\$0.00
0	10 Page (5 Part)	@	\$249.50 /M	\$0.00
0	12 Page (6 Part)	1 @2	\$288.90 /M	\$0.00

0	14 Page (7 Part)	@	\$328.30 /M	\$0.00
0	16 Page (8 Part)	@	\$368.10 /M	\$0.00
0	18 Page (9 Part)	@	\$407.00 /M	\$0.00
0	20 Page (10 Part)	@	\$446.60 /M	\$0.00
0	22 Page (11 Part)	@	\$485.90 /M	\$0.00
0	24 Page (12 Part)	@	\$525.20 /M	\$0.00
0	26 Page (13 Part)	@	\$567.00 /M	\$0.00
4,000	28 Page (14 Part)	@	\$627.80 /M	\$2,511.20
0	30 Page (15 Part)	@	\$666.70 /M	\$0.00
0	32 Page (16 Part)	@	\$711.60 /M	\$0.00
0	34 Page (17 Part)	@	\$756.50 /M	\$0.00
0	36 Page (18 Part)	@	\$803.30 /M	\$0.00

Misc. Book Charges

4	Fillers, etc.	@	\$80.00 /ea	\$320.00
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INK JET ADDRESSING/MAILING SERVICES

\$ 475.00

1	Data Processing & Setup Charge	@	\$300.00 /Lot	\$300.00
3,500	Pieces Inkjet Address/Mailing	@	\$50.00 /M	\$175.00

PDF FILES FOR SB BOOKS

\$ -

0	Setup	@	\$65.00 /Lot	\$0.00
0	Per Page	@	\$1.03 /Pg	\$0.00

SPANISH TRANSLATIONS

\$ 630.00

2	Candidate Statements	@	\$95.00 /ea	\$190.00
4	Spanish Facsimiles 4-PDFS	@	\$110.00 /ea	\$440.00
0		@	/ea	\$0.00
0		@	/ea	\$0.00

SUBTOTAL \$11,093.20



Date:	6/4/2018
Invoice No:	61953
Terms:	Net 30
Customer PO:	
Job No:	
Salesperson:	Nancy Phillips

90 West Poplar Avenue, Porterville CA 93257

Bill To:
 Mono County Clerk
 Attn: Shannon Kendall
 PO Box 237
 Bridgeport, Ca 93517

Ship To:

QUANTITY	DESCRIPTION	UNIT PRICE	EXT. PRICE
	STATEWIDE DIRECT PRIMARY ELECTION JUNE 5, 2018		
	Official Imagecast Ballots	1 BALLOT 33124	\$6,474.96
	Official Imagecast Ballots - Additional Order		\$754.00
	Premarked Test Decks		\$545.94
	Sample Ballot Booklets		\$15,227.61
	Spanish Translations		\$2,781.00
	Provisional Envelopes		\$126.00
	Military Envelopes		\$200.00
	Inserting and Addressing VBM *Non-Taxable		\$1,894.94
	Ink Jet Addressing/Mailing Services *Non-Taxable	1 CLK 3200	\$601.25
	2% Discount		(\$572.11)
	SUBTOTAL		\$28,033.59
	TAX		\$1,851.46
	FREIGHT		\$481.07
	(Stamps for return) POSTAGE		\$355.00
	(Metered Piece) POSTAGE		\$0.68
	PREPAYMENT		(\$5,547.00)
	<p>**In order for the full 2% discount to be valid, payment must be received no later than 30 days from the invoice date**</p>		
	TOTAL DUE		\$25,174.80

REMIT TO:
 ProDocumentSolutions, Inc
 1760 Commerce Way
 Paso Robles, CA 93446



90 West Poplar Avenue, Porterville, CA 93257
 Phone 559 719-2136
 Fax 559 719-2111

JUNE 2018

INVOICE-COST BREAKDOWN

**BILL TO: MONO COUNTY CLERK
 PO BOX 237
 BRIDGEPORT, CA 93517
 Attn: Shannon Kendall**

**STATEWIDE DIRECT PRIMARY ELECTION
 June 5, 2018**

OFFICIAL IMAGECAST BALLOTS		JOB NO. E230901		\$6,474.96
1	Machine Setup	@	\$400.00 /Lot	\$400.00
12	Digital Print/ Per Precinct Printing Official Ballots(precinct, office vbm) -18"	@	\$80.00 /ea	\$960.00
7,850	Ballot	@	\$340.00 /M	\$2,669.00
7,194	Printing VBM/Mail Ballots -18" Ballot	@	\$340.00 /M	\$2,445.96
OFFICIAL IMAGECAST BALLOTS - ADDITIONAL		JOB NO. E230901		\$754.00
1	Machine Setup	@	\$250.00 /Lot	\$250.00
6	Digital Print/Per Precinct	@	\$50.00 /PCT	\$300.00
600	Printing Official Ballots-18" Ballot	@	\$340.00 /M	\$204.00
PREMARKED TEST DECKS		JOB NO. E230901		\$545.94
12	Setup: Total Ballot Types / Precincts	@	\$16.00 /ea	\$192.00
945	18" Ballot-Complete Standard	@	\$0.34 /ea	\$321.30
96	18" Ballot -Complete Special	@	\$0.34 /ea	\$32.64
INSERTING AND ADDRESSING VBM				\$1,894.94
1	Database Setup	@	\$450.00 /Lot	\$450.00
12	Machine Setup	@	\$14.00 /PCT	\$168.00
3,597	Run Charge - 2 Ballots	@	\$355.00 /M	\$1,276.94
SAMPLE BALLOT BOOKLETS		JOB NO. E230902		\$15,227.61
1	Election Setup-Covers	@	\$950.00 /Lot	\$950.00
0	Election Setup-B/W Covers	@	\$700.00 /ea	\$0.00
7	Ballot Type Changes	@	\$100.00 /ea	\$700.00
28	Sample Ballot Page Setup	@	\$102.00 /ea	\$2,856.00
21	Measure Text Page Setup	@	\$102.00 /ea	\$2,142.00
11	Candidate Statement Page Setup	@	\$102.00 /ea	\$1,122.00
Electronic Copy Input				
1	¼ Page Measure / Candidate	@	\$53.00 /ea	\$53.00
7	½ Page Candidate Statement	@	\$48.00 /ea	\$336.00
24	Full Page Measure/ Candidate	@	\$43.00 /ea	\$1,032.00
Booklet Run Charges				
2,800	24 Page (12 Part)	@	\$525.20 /M	\$1,470.56
0	26 Page (13 Part)	@	\$567.00 /M	\$0.00

	28 Page (14 Part)	@	\$627.80 /M	\$0.00
0	30 Page (15 Part)	@	\$666.70 /M	\$0.00
900	32 Page (16 Part)	@	\$711.60 /M	\$640.44
2,850	40 Page (20 Part)	@	\$892.56 /M	\$2,543.80
1,000	44 Page (22 Part)	@	\$981.81 /M	\$981.81

Misc. Book Charges

	Misc Pages - 26-2WTV-0618;26-MYVC-			
5	0618;26-PES-0618;26-VP-0618;FLAG	@	\$80.00 /ea	\$400.00

INK JET ADDRESSING/MAILING SERVICES

\$601.25

1	Data Processing & Setup Charge	@	\$300.00 /Lot	\$300.00
6,025	Pieces Inkjet Address/Mailing	@	\$50.00 /M	\$301.25

SPANISH TRANSLATIONS

\$2,781.00

11	Candidate Statements	@	\$42.00 /ea	\$462.00
1	Measure - MUSD Bond Measure	@	\$725.00 /Lot	\$725.00
28	Facsimile Ballots -7 Ballot types x 2 cards	@	\$1,594.00 /Lot	\$1,594.00

Provisional Envelopes

JOB NO. E230907

\$126.00

350	Provisional Envelopes -E780-OP		\$0.36 /ea	\$126.00
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Military Outgoing and Incoming Envelopes

\$200.00

	Military Outgoing Envelopes - 9 5/8 x 6			
100	1/8, Wht 28# wove, Blk ink 1 side	@	\$100.00 /Lot	\$100.00
	Military Return Envelopes - 9 1/8 x 5 7/8,			
100	Manila 28# wove, Blk ink 2 sides	@	\$100.00 /Lot	\$100.00

SUBTOTAL \$28,605.70

Account Summary Report

Date Range: May 01 2018 to May 31 2018

Meter Group: Custom

Meter 4W00-0357479 at Pitney Bowes, Danbury

Account Summary

Account	Pieces	Total Charged
ANIMAL CONTROL	243	\$116.940
ASSESSOR	54	\$36.070
AUDITOR	765	\$371.880
BOARD OF SUPERVISORS	15	\$20.350
CAO	16	\$23.080
CLERK/RECORDER	183	\$131.250
DISTRICT ATTORNEY	4	\$1.880
ELECTIONS	548	\$515.270
PARAMEDICS	543	\$237.110
PAYROLL	327	\$153.690
PROBATION	13	\$14.500
PUBLIC HEALTH	379	\$185.300
PUBLIC WORKS	103	\$75.400
SHERIFF	97	\$73.240
TAX COLLECTOR	1,344	\$628.400
Total	4,634	\$2,584.360

Account Summary Report

Date Range: Jun 01 2018 to Jun 05 2018

Meter Group: Custom

Meter 4W00-0357479 at Pitney Bowes, Danbury

Account Summary

Account	Sub Account	Sub Sub Account	Pieces	Total Charged
ANIMAL CONTROL	-	-	31	\$15.410
		Sub Total	31	\$15.410
		Total	31	\$15.410
ASSESSOR	-	-	5	\$2.350
		Sub Total	5	\$2.350
		Total	5	\$2.350
AUDITOR	-	-	52	\$24.440
		Sub Total	52	\$24.440
		Total	52	\$24.440
CAO	-	-	1	\$0.470
		Sub Total	1	\$0.470
		Total	1	\$0.470
CLERK/RECORDER	-	-	33	\$23.850
		Sub Total	33	\$23.850
		Total	33	\$23.850
ELECTIONS	-	-	5	\$2.880
		Sub Total	5	\$2.880
		Total	5	\$2.880
PARAMEDICS	-	-	4	\$3.250
		Sub Total	4	\$3.250
		Total	4	\$3.250
PUBLIC WORKS	-	-	3	\$2.150
		Sub Total	3	\$2.150
		Total	3	\$2.150
SHERIFF	-	-	15	\$8.210
		Sub Total	15	\$8.210
		Total	15	\$8.210
TAX COLLECTOR	-	-	183	\$87.690
		Sub Total	183	\$87.690
		Total	183	\$87.690
		Grand Total	332	\$170.700

PRECI NCT #		BALLOT TYPE	TO ORDER				PRINT TO
			TOTAL	COUNTER	PREC	FILE VBM	
				VBM			
1	ANTELOPE	1	350	50	300	283	
3	BRIDGEPORT	1	300	50	250	189	
4	TRI-VALLEY	1	325	50	275	344	+50
5	JUNE LAKE	2	250	50	200	238	
6	LEE VINING MB	2	50	50	0	245	
7	LONG VALLEY	3	500	50	450	369	+50
8	MAMM. MEADOW	4	325	75	250	200	BT 4
9	MAMM. MINARET	5	525	75	450	489	+50 BT 5
10	MAMM. PINECREST	6	375	75	300	368	+50 BT 6
11	SWALL MEADOW MB	1	50	50	0	259	
12	MAMMOTH VIEW	7	525	75	450	437	+50 BT 7
13	OLD MAMMOTH	6	350	75	275	318	+50 BT 6
TOTAL			3925	725	3200	3739	

$$BT 4 = 500 + 200$$

$$BT 5 = 1000 + 489$$

$$BT 6 = 1350 + 318 + 368$$

$$BT 7 = 1000 + 437$$



Voting Precinct Count Statistics 2018 Statewide Primary Election - 6/5/2018

Voting Precinct	Mail Ballot	Ballot Type	Pct Registration	Past Cutoff Date	PermVBMs
01	No	001	505	0	274
03	No	001	383	0	189
04	No	001	571	0	357
05	No	002	351	0	225
06	Yes	002	243	0	73
07	No	003	762	0	373
08	No	004	388	0	210
09	No	005	833	0	486
10	No	006	573	0	357
11	Yes	001	261	0	69
12	No	007	801	0	442
13	No	006	513	0	306
Grand Totals:			6,184	0	3,361

OFFICIAL BALLOT

STATEWIDE DIRECT PRIMARY ELECTION

COUNTY OF MONO

TUESDAY, JUNE 5, 2018

Proposed 12

Ballot Type 7

31.25
races

INSTRUCTIONS TO VOTERS:

TO VOTE, COMPLETELY FILL IN THE OVAL TO THE LEFT OF YOUR CHOICE. USE A BLUE OR BLACK INK PEN TO MARK YOUR BALLOT. NO RED INK.
IF YOU MAKE A MISTAKE, ASK FOR A NEW BALLOT.



OPTIONAL WRITE-IN:

TO VOTE FOR A QUALIFIED WRITE-IN CANDIDATE, WRITE THE PERSON'S NAME IN THE WRITE-IN SPACE AND FILL IN THE OVAL.



VOTER-NOMINATED AND NONPARTISAN OFFICES		VOTER-NOMINATED OFFICES	
<p>All voters, regardless of the party preference they disclosed upon registration, or refusal to disclose a party preference, may vote for any candidate for a voter-nominated or nonpartisan office. The party preference, if any, designated by a candidate for a voter-nominated office is selected by the candidate and is shown for the information of the voters only. It does not imply that the candidate is nominated or endorsed by the party or that the party approves of the candidate. The party preference, if any, of a candidate for a nonpartisan office does not appear on the ballot.</p>			
VOTER-NOMINATED OFFICES		VOTER-NOMINATED OFFICES	
STATE		STATE	
GOVERNOR		LEUTENANT GOVERNOR	
Vote for One		Vote for One	
<input type="radio"/> ANTONIO VILLARAIGOSA Party Preference: Democratic Public Policy Advisor	<input type="radio"/> JOHN H. COX Party Preference: Republican Businessman/Taxpayer Advocate	<input checked="" type="radio"/> DAVID FENNELL Party Preference: Republican Entrepreneur	
<input type="radio"/> YVONNE GIRARD Party Preference: Republican Judicial Assistant	<input type="radio"/> AMANDA RENTERIA Party Preference: Democratic COO, Justice Department	<input type="radio"/> DANNY THOMAS Party Preference: None Dentist/Dental Surgeon	
<input type="radio"/> ROBERT DAVIDSON GRIFFIS Party Preference: Democratic Entrepreneur/Economist/Financier	<input type="radio"/> DELAINE EASTIN Party Preference: Democratic Educator/Facilitator/Advocate	<input type="radio"/> COLE HARRIS Party Preference: Republican Father/Entrepreneur/Businessman	
<input type="radio"/> SHUBHAM GOEL Party Preference: None Virtual Reality Manager	<input type="radio"/> JEFFREY EDWARD TAYLOR Party Preference: None Marine/Police Minister	<input type="radio"/> ED HERNANDEZ Party Preference: Democratic State Senator/Businessman	
<input type="radio"/> TRAVIS ALLEN Party Preference: Republican California Assemblyman/Businessman	<input type="radio"/> KLEMENT TINAJ Party Preference: Democratic CEO/Educator/Artist	<input type="radio"/> DAVID R. HERNANDEZ Party Preference: Republican Retired Business Owner	
<input type="radio"/> AKINYEMI AGBEDE Party Preference: Democratic Mathematician	<input type="radio"/> HAKAN "HAWK" MIKADO Party Preference: None CEO/Business Owner	<input type="radio"/> LYDIA ORTEGA Party Preference: Republican Economist/Businesswoman/Educator	
<input type="radio"/> JOHNNY WATTENBURG Party Preference: None Business Owner	<input type="radio"/> ALBERT CAESAR MEZZETTI Party Preference: Democratic Retired Educator	<input type="radio"/> GAYLE MCLAUGHLIN Party Preference: None Community Organizer/Educator	
<input type="radio"/> NICKOLAS WILDSTAR Party Preference: Libertarian Recording Artist	<input type="radio"/> GAVIN NEWSOM Party Preference: Democratic Lieutenant Governor/Businessman	<input type="radio"/> JEFF BLEICH Party Preference: Democratic Attorney/Educator	
<input type="radio"/> DESMOND SILVEIRA Party Preference: None Senior Software Engineer	<input type="radio"/> ROBERT C. NEWMAN, II Party Preference: Republican Research Clinical Psychologist	<input type="radio"/> ELANI KOUNALAKIS Party Preference: Democratic Businesswoman/Economist/Advisor	
<input type="radio"/> MICHAEL ShelLENBERGER Party Preference: Democratic Environmental Organization Executive	<input type="radio"/> JOSH JONES Party Preference: Green Author	<input type="radio"/> CAMERON GHARABIKLOU Party Preference: Democratic Attorney	
<input type="radio"/> ZOLTAN ISTVAN Party Preference: Libertarian Entrepreneur/Transhumanist Leader	<input type="radio"/> J. BRIBIESCA Party Preference: Democratic Retired Medical Doctor	<input type="radio"/> TIM FERREIRA Party Preference: Libertarian Strategic Programmer/Entrepreneur	
<input type="radio"/> CHRISTOPHER N. CARLSON Party Preference: Green Plumber/Musician	<input type="radio"/> GLORIA ESTELA LA RIVA Party Preference: Peace And Freedom Graphic Artist	<input type="radio"/>	
<input type="radio"/> THOMAS JEFFERSON CARES Party Preference: Democratic Blockchain Startup CEO	<input type="radio"/> PETER Y LIU Party Preference: Republican No Ballot Designation		
<input type="radio"/> JOHN CHIANG Party Preference: Democratic California State Treasurer	<input type="radio"/>		
		SECRETARY OF STATE	
		Vote for One	
		<input checked="" type="radio"/> RAUL RODRIGUEZ JR Party Preference: Republican Retired Warehouse Employee	
		<input type="radio"/> MICHAEL FEINSTEIN Party Preference: Green Electoral Reform Consultant	
		<input type="radio"/> RUBEN MAJOR Party Preference: Democratic Paramedic/Educator/Businessman	
		<input type="radio"/> MARK P. MEUSER Party Preference: Republican Election Law Attorney	
		<input type="radio"/> ALEX PADILLA Party Preference: Democratic Secretary of State	
		<input type="radio"/> GAIL K. LIGHTFOOT Party Preference: Libertarian Retired Nurse	
		<input type="radio"/> C. T. WEBER Party Preference: Peace And Freedom Retired Government Analyst	
		<input type="radio"/> ERIK RYDBERG Party Preference: Green Community Organizer	
		<input type="radio"/>	

VOTER-NOMINATED OFFICES		VOTER-NOMINATED OFFICES	
STATE		STATE	
CONTROLLER Vote for One		BOARD OF EQUALIZATION MEMBER	
<input type="radio"/> MARY LOU FINLEY Party Preference: Peace And Freedom Retired Educator		DISTRICT 1 Vote for One	
<input type="radio"/> BETTY T. YEE Party Preference: Democratic California State Controller		<input type="radio"/> DAVID EVANS Party Preference: Republican Chief Financial Officer	<input type="radio"/> CONNIE CONWAY Party Preference: Republican Business Owner/Educator
<input type="radio"/> KONSTANTINOS RODITIS Party Preference: Republican Entrepreneur		<input type="radio"/> TOM HALLINAN Party Preference: Democratic College Trustee/Businessman	<input type="radio"/>
<input type="radio"/>		<input type="radio"/> TED GAINES Party Preference: Republican Taxpayer Advocate/Senator	
TREASURER Vote for One		UNITED STATES SENATOR Vote for One	
<input type="radio"/> FIONA MA Party Preference: Democratic CPA/Taxpayer Representative		<input type="radio"/> HERBERT G. PETERS Party Preference: Democratic Retired Aerospace Engineer	<input type="radio"/> DONNIE O. TURNER Party Preference: Democratic Retired USAF Sergeant
<input type="radio"/> VIVEK VISWANATHAN Party Preference: Democratic Governor's Office Advisor		<input type="radio"/> JAMES P BRADLEY Party Preference: Republican Chief Financial Officer	<input type="radio"/> PAT HARRIS Party Preference: Democratic Civil Rights Attorney
<input type="radio"/> JACK M. GUERRERO Party Preference: Republican CPA/Consultant/Economist		<input type="radio"/> ARUN K. BHUMITRA Party Preference: Republican Teacher/Engineer/Businessman	<input type="radio"/> ALISON HARTSON Party Preference: Democratic National Political Director
<input type="radio"/> KEVIN AKIN Party Preference: Peace And Freedom Retired Steam Engineer		<input type="radio"/> JERRY JOSEPH LAWS Party Preference: Republican No Ballot Designation	<input type="radio"/> JASON M. HANANIA Party Preference: None Attorney/Engineer
<input type="radio"/> GREG CONLON Party Preference: Republican Businessman/CPA		<input type="radio"/> PATRICK LITTLE Party Preference: Republican Civil Rights Advocate	<input type="radio"/> DAVID HILDEBRAND Party Preference: Democratic Policy Analyst
<input type="radio"/>		<input type="radio"/> TIM GILDERSLEEVE Party Preference: None Paratransit Operator	<input type="radio"/> LEE OLSON Party Preference: None Aerospace Systems Engineer
ATTORNEY GENERAL Vote for One		<input type="radio"/> MICHAEL FAHMY GIRGIS Party Preference: None Real Estate Broker	<input type="radio"/> ROQUE "ROCKY" DE LA FUENTE Party Preference: Republican Businessman/Land Developer
<input type="radio"/> DAVE JONES Party Preference: Democratic California Insurance Commissioner		<input type="radio"/> DON J. GRUNDMANN Party Preference: None Doctor of Chiropractic	<input type="radio"/> KEVIN DE LEON Party Preference: Democratic California Senator
<input type="radio"/> STEVEN C BAILEY Party Preference: Republican Retired California Judge		<input type="radio"/> RASH BIHARI GHOSH Party Preference: None Water Scientist/Professor	<input type="radio"/> KEVIN MOTTUS Party Preference: Republican Wireless Safety Advocate
<input type="radio"/> XAVIER BECERRA Party Preference: Democratic Appointed Attorney General of the State of California		<input type="radio"/> LING LING SHI Party Preference: None Author	<input type="radio"/> DAVID MOORE Party Preference: None Special Education Teacher
<input type="radio"/> ERIC EARLY Party Preference: Republican Attorney/Business Owner		<input type="radio"/> JOHN "JACK" CREW Party Preference: Republican Bus Driver	<input type="radio"/> MARIO NABLIBA Party Preference: Republican Scientist
<input type="radio"/>		<input type="radio"/> ERIN CRUZ Party Preference: Republican Published Author	<input type="radio"/> GERALD PLUMMER Party Preference: Democratic Construction Project Manager
INSURANCE COMMISSIONER Vote for One		<input type="radio"/> DERRICK MICHAEL REID Party Preference: Libertarian Retired Attorney	<input type="radio"/> TOM PALZER Party Preference: Republican Retired Urban Planner
<input type="radio"/> STEVE ROIZNER Party Preference: None Businessman/Non-Profit Director		<input type="radio"/> DIANNE FEINSTEIN Party Preference: Democratic United States Senator	<input type="radio"/> JOHN THOMPSON PARKER Party Preference: Peace And Freedom No Ballot Designation
<input type="radio"/> RICARDO LARA Party Preference: Democratic California Senator		<input type="radio"/> COLLEEN SHEA FERNALD Party Preference: None Constitutional Solutions Advocate	<input type="radio"/> DOUGLAS HOWARD PIERCE Party Preference: Democratic Missing Children's Advocate
<input type="radio"/> NATHALIE HRIZI Party Preference: Peace And Freedom Public School Teacher		<input type="radio"/> ADRIENNE NICOLE EDWARDS Party Preference: Democratic Community Advocate	<input type="radio"/>
<input type="radio"/> ASIF MAHMOOD Party Preference: Democratic Physician Internal Medicine		<input type="radio"/> PAUL A TAYLOR Party Preference: Republican Small Business Owner	
<input type="radio"/>		UNITED STATES REPRESENTATIVE	
		CONGRESSIONAL DISTRICT 8 Vote for One	
		<input type="radio"/> PAUL COOK Party Preference: Republican United States Representative	<input type="radio"/> ANDREAS BORGEAS Party Preference: Republican County Supervisor/Educator
		<input type="radio"/> RITA RAMIREZ Party Preference: Democratic Retired College Professor	<input type="radio"/> MARK BELDEN Party Preference: None Business Person/Builder
		<input type="radio"/> RONALD J. O'DONNELL Party Preference: Democratic Educator/Author/Businessman	<input type="radio"/> TOM PRATT Party Preference: Democratic Businessman
		<input type="radio"/> MARJORIE "MARGE" DOYLE Party Preference: Democratic Registered Nurse/Executive	<input type="radio"/> PAULINA MIRANDA Party Preference: Democratic Business Woman
		<input type="radio"/> TIM DONNELLY Party Preference: Republican Business Owner/Author	<input type="radio"/>
		STATE SENATE	
		DISTRICT 8 Vote for One	

OFFICIAL BALLOT

STATEWIDE DIRECT PRIMARY ELECTION COUNTY OF MONO TUESDAY, JUNE 5, 2018

precinct 12

Ballot Type 7

INSTRUCTIONS TO VOTERS:

TO VOTE, COMPLETELY FILL IN THE OVAL TO THE LEFT OF YOUR CHOICE. USE A BLUE OR BLACK INK PEN TO MARK YOUR BALLOT. NO RED INK.
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<p>VOTER-NOMINATED AND NONPARTISAN OFFICES All voters, regardless of the party preference they disclosed upon registration, or refusal to disclose a party preference, may vote for any candidate for a voter-nominated or nonpartisan office. The party preference, if any, designated by a candidate for a voter-nominated office is selected by the candidate and is shown for the information of the voters only. It does not imply that the candidate is nominated or endorsed by the party or that the party approves of the candidate. The party preference, if any, of a candidate for a nonpartisan office does not appear on the ballot.</p> <p style="text-align: center;">VOTER-NOMINATED OFFICES</p> <p style="text-align: center;">STATE</p> <p>MEMBER OF THE STATE ASSEMBLY</p> <p>DISTRICT 5 <input checked="" type="radio"/> Vote for One</p> <p><input type="radio"/> FRANK BIGELOW <small>Party Preference: Republican Republican Businessman/Assemblyman</small></p> <p><input type="radio"/> CARLA J. NEAL <small>Party Preference: Democratic Education/History Public</small></p> <p><input type="radio"/></p> <p style="text-align: center;">NONPARTISAN OFFICES</p> <p style="text-align: center;">JUDICIAL</p> <p>JUDGE OF THE SUPERIOR COURT <input checked="" type="radio"/> Vote for One</p> <p><input type="radio"/> GERALD F. MOHUN, JR. <small>Attorney</small></p> <p><input type="radio"/></p> <p style="text-align: center;">SCHOOL</p> <p>STATE SUPERINTENDENT OF PUBLIC INSTRUCTION <input checked="" type="radio"/> Vote for One</p> <p><input type="radio"/> LILY (ESPINOZA) PLOSKI <small>Educational Administrator/Teacher</small></p> <p><input type="radio"/> STEVEN IRELAND <small>Parent</small></p> <p><input type="radio"/> TONY K. THURMOND <small>Educator/State Legislator</small></p> <p><input type="radio"/> MARSHALL TUCK <small>Schools Improvement Director</small></p> <p><input type="radio"/></p>	<p style="text-align: center;">NONPARTISAN OFFICES</p> <p style="text-align: center;">SCHOOL</p> <p>COUNTY SUPERINTENDENT OF SCHOOLS <input checked="" type="radio"/> Vote for One</p> <p><input type="radio"/> STACEY ADLER <small>Superintendent of Schools</small></p> <p><input type="radio"/> JENNIFER HUH <small>Deputy Superintendent</small></p> <p><input type="radio"/></p> <p style="text-align: center;">COUNTY</p> <p>SUPERVISOR DISTRICT 1 <input checked="" type="radio"/> Vote for One</p> <p><input type="radio"/> GERRY KOSEN <small>Mechanic</small></p> <p><input type="radio"/> JESSE REA <small>Radio Personality</small></p> <p><input type="radio"/> JENNIFER HALFERTY <small>Affordable Housing Director</small></p> <p><input type="radio"/></p> <p>ASSESSOR <input checked="" type="radio"/> Vote for One</p> <p><input type="radio"/> BARRY BECK <small>Incumbent</small></p> <p><input type="radio"/></p> <p>DISTRICT ATTORNEY <input checked="" type="radio"/> Vote for One</p> <p><input type="radio"/> TIM KENDALL <small>Incumbent</small></p> <p><input type="radio"/></p> <p>SHERIFF-CORONER <input checked="" type="radio"/> Vote for One</p> <p><input type="radio"/> INGRID BRAUN <small>Sheriff-Coroner</small></p> <p><input type="radio"/></p>	<p style="text-align: center;">NONPARTISAN OFFICES</p> <p style="text-align: center;">MUNICIPAL</p> <p>MEMBER-TOWN COUNCIL <input checked="" type="radio"/> Vote for no more than Three</p> <p><input type="radio"/> JENNIFER BURROWS <small>Retired Registered Nurse</small></p> <p><input type="radio"/> JOHN WENTWORTH <small>Non-Profit Executive Director</small></p> <p><input type="radio"/> LYNDA SALCIDO <small>Retired Health Director</small></p> <p><input type="radio"/> KIRK STAPP <small>Retired Teacher</small></p> <p><input type="radio"/> BRENT TRUAX <small>Hotelier</small></p> <p><input type="radio"/> LESLEY-ANNE HOXIE <small>Business Consultant</small></p> <p><input type="radio"/></p> <p><input type="radio"/></p>
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MEASURES SUBMITTED TO THE VOTERS	MEASURES SUBMITTED TO THE VOTERS
<p align="center">STATE 1.25</p> <p>68 AUTHORIZES BONDS FUNDING PARKS, NATURAL RESOURCES PROTECTION, CLIMATE ADAPTATION, WATER QUALITY AND SUPPLY, AND FLOOD PROTECTION. Authorizes \$4 billion in general obligation bonds for: parks, natural resources protection, climate adaptation, water quality and supply, and flood protection. Fiscal Impact: Increased state bond repayment costs averaging \$200 million annually over 40 years. Local government savings for natural resources-related projects, likely averaging several tens of millions of dollars annually over the next few decades.</p> <p><input type="radio"/> YES <input checked="" type="radio"/> NO 1.25</p>	<p align="center">FIRE PROTECTION DISTRICT 1.25</p> <p>A MAMMOTH LAKES FIRE PROTECTION DISTRICT MEASURE IMPOSING A SPECIAL TAX ON ALL PARCELS WITHIN THE DISTRICT FOR FIRE PROTECTION SERVICES. To fund Mammoth Lakes Fire Protection District expenses for the recruitment, retention, training, and equipping of personnel to protect life and property and respond to emergency calls for service in the community, shall the voters approve a parcel tax of \$79.00 per parcel, which is expected to raise \$812,515 annually (adjustable for inflation), until repealed by the voters or the District Board of Commissioners?</p> <p><input type="radio"/> Yes <input checked="" type="radio"/> No 1.25</p>
<p>69 REQUIRES THAT CERTAIN NEW TRANSPORTATION REVENUES BE USED FOR TRANSPORTATION PURPOSES. LEGISLATIVE CONSTITUTIONAL AMENDMENT. Requires that certain revenues generated by a 2017 transportation funding law be used only for transportation purposes and generally prohibits Legislature from diverting funds to other purposes. Fiscal Impact: No direct effect on the amount of state and local revenues or costs but could affect how some monies are spent.</p> <p><input type="radio"/> YES <input checked="" type="radio"/> NO 1.25</p>	<p align="center">SCHOOL 1.25</p> <p>B MAMMOTH UNIFIED SCHOOL DISTRICT CLASSROOM SAFETY, RENOVATION AND IMPROVEMENT MEASURE. To renovate and improve aging classrooms/schools, including deteriorating roofs, enhance safety/technology infrastructure, improve energy efficiency, construct and equip science labs, classrooms, school facilities, and qualify for State matching funds, shall Mammoth Unified School District issue \$63.1 million in bonds, with legal rates, estimated repayment amounts averaging \$3,675,000 raised annually for approximately 33 years, projected tax rates of 4 to 6 cents per \$100 of assessed valuation, independent citizens' oversight, audits, and no money for operating expenses?</p> <p><input type="radio"/> Bond Yes <input checked="" type="radio"/> Bond No 1.25</p>
<p>70 REQUIRES LEGISLATIVE SUPERMAJORITY VOTE APPROVING USE OF CAP-AND-TRADE RESERVE FUND. LEGISLATIVE CONSTITUTIONAL AMENDMENT. Beginning in 2024, requires that cap-and-trade revenues accumulate in a reserve fund until the legislature, by a two-thirds majority, authorizes use of the revenues. Fiscal Impact: Beginning in 2024, potential temporary increase in state sales tax revenue, ranging from none to a few hundred million dollars annually, and possible changes in how revenue from sale of growth/zero-emission permits is spent.</p> <p><input type="radio"/> YES <input checked="" type="radio"/> NO 1.25</p>	<p align="center">TOWN OF MAMMOTH LAKES 1.25</p> <p>C TOWN OF MAMMOTH LAKES MEASURE RELATING TO A CANNABIS BUSINESS TAX. To fund general Town core services such as police, recreation, and road maintenance, shall an ordinance be adopted to impose a business license tax of up to 8% for cannabis retail businesses and up to 4% for all other cannabis businesses (cultivation, manufacturing, distribution, testing), to raise an estimated \$99,550-\$261,708 per year, levied until voters change or repeal it?</p> <p><input type="radio"/> YES <input checked="" type="radio"/> NO 1.25</p>
<p>71 SETS EFFECTIVE DATE FOR BALLOT MEASURES. LEGISLATIVE CONSTITUTIONAL AMENDMENT. Provides that ballot measures approved by a majority of voters shall take effect five days after the Secretary of State certifies the results of the election. Fiscal Impact: Likely little or no effect on state and local finances.</p> <p><input type="radio"/> YES <input checked="" type="radio"/> NO 1.25</p>	<p align="center">COUNTY 1.25</p> <p>D MONO COUNTY MEASURE ESTABLISHING TAX ON CANNABIS BUSINESSES. For unrestricted general revenue purposes, such as to fund Sheriff, EMS, and Code Compliance, shall the County tax cannabis businesses within the unincorporated areas up to \$3.00 per canopy square foot for cultivation (adjustable after 6-1-2021 for inflation), 8% of gross receipts for retail, 2.5% for testing laboratories, and 4% for other cannabis businesses; estimated to generate \$143,000 to \$330,000 annually; to be levied until repealed by the voters or the County Board of Supervisors?</p> <p><input type="radio"/> YES <input checked="" type="radio"/> NO 1.25</p>
<p>72 PERMITS LEGISLATURE TO EXCLUDE NEWLY CONSTRUCTED RAIN-CAPTURE SYSTEMS FROM PROPERTY-TAX REASSESSMENT REQUIREMENT. LEGISLATIVE CONSTITUTIONAL AMENDMENT. Permits Legislature to allow construction of rain-capture systems, completed on or after January 1, 2019, without requiring property-tax reassessment. Fiscal Impact: Probably minor reduction in annual property tax revenues to local governments.</p> <p><input type="radio"/> YES <input checked="" type="radio"/> NO 1.25</p>	

Expedia.com <Expedia@expediamail.com>
Sent: Monday, April 23, 2018 4:50 PM
To: CD Ritter <cdritter@mono.ca.gov>
Subject: Expedia travel confirmation - Jun 5 - (Itinerary # 7347657075774)

Thanks!

Your reservation is confirmed. No need to call to reconfirm.

Innsbruck Lodge, Mammoth Lakes

Jun 5, 2018 - Jun 6, 2018

See live updates to your itinerary, anywhere and anytime.

See your itinerary

Hotel overview

Reservation dates

Jun 5, 2018 - Jun 6, 2018

Itinerary #

7347657075774

Get protection in case of last-minute cancellations or missed hotel nights

[Protect my hotel](#)

Expires 24 hours after confirmation of hotel booking

Check-in and Check-out

Check-in time

4 PM

Check-out time

11 AM

Check-in policies

Check-in time starts at 4 PM

Check-in time ends at 10 PM

Minimum check-in age is 18

If a late check-in is planned, contact this property directly for their late check-in policy.

Special instructions

The front desk is open daily from 8 AM - 10 PM

To make arrangements for check-in please contact the property at least 24 hours before arrival using the

information on the booking confirmation. An adult age 18 or older must assume all liability for the booking.

Seasonal Road Closure Notice: HWY 120 (Tioga Pass) generally closes for the winter from late October through late

summer. Daily closures can also occur during periods of inclement weather in spring and fall. The Eastern entrance

to Yosemite National Park is located 45 minutes from Mammoth Lakes. Yosemite's Eastern Gate or Tuolumne

Meadows is not accessible when Tioga Pass is closed. All other Yosemite National Park entrances are open year

round. Guests are advised to check local road conditions/closures before travel with the California Department of

Transportation at www.dot.ca.gov or by calling 800-427-7623.

Room

3

Guests

Reserved for CD Ritter

2 adults

Room

Standard Queen

Included amenities

Free Parking, Free Wireless Internet

Room requests

1 Queen Bed

Non-smoking room

Price summary

Price breakdown

Room price: \$118.56

1 night: \$104.00

Taxes: \$14.56

Total: \$118.56

You will be charged deposits by the property based on the following schedule. Any remaining amount will be due upon arrival:

First night plus tax (after booking)

Rates are quoted in USD. The remaining amount and any hotel fees will be due at the hotel.

237 points

for this trip

See all your rewards



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 17, 2018

Departments: CAO

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Leslie Chapman

SUBJECT Resolution of Support for the Veterans Affordable Housing Act of 2018

AGENDA DESCRIPTION:

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

Proposed resolution Supporting the Veterans and Affordable Housing Act of 2018.

RECOMMENDED ACTION:

Approve resolution R18-___, Supporting the Veterans and Affordable Housing Act of 2018, as presented or amended.

FISCAL IMPACT:

None.

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760-932-5414 / lchapman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
Fact Sheet
Senate Bill 3

History

Time	Who	Approval
7/11/2018 8:46 PM	County Administrative Office	Yes

7/12/2018 12:51 AM

County Counsel

Yes

7/12/2018 4:51 AM

Finance

Yes



County of Mono

County Administrative Office

Leslie L. Chapman
County Administrative Officer

Tony Dublino
Assistant County Administrative Officer

Dave Butters
Human Resources Director

Jay Sloane
Risk Manager

July 17, 2018

To: Honorable Board of Supervisors

From: Leslie Chapman

Subject: Approve Resolution Supporting the Veterans and Affordable Housing Act of 2018

Recommended Action(s): Approve resolution as presented or amended.

Fiscal Impact: None

Strategic Priority: *Enhance the Quality of Life for County Residents: Address the housing crisis through policy, assistance, and development programs.*

Discussion:

Senate Bill 3, also known as the Veterans' Affordable Housing Act, authorized the issuance of \$4 billion in General Obligation (GO) bonds for affordable housing, including \$3 billion for established affordable housing programs and an additional \$1 billion for the CalVet Loan Program administered by the Department of Veterans Affairs. (See attached list of programs provided by RCRC).

According to a 2018 California Department of Housing and Community Development report, California produces, on average, less than 80,000 new homes annually – far less than the estimated 180,000 needed each year. While the largest need for increased housing production is in urban areas, rural communities, including Mono County, also struggle with the issue of inadequate affordable housing options. Additionally, Mono County families have increased pressure because they pay a large percentage of their income for housing, and the rural nature of Mono County causes transportation and food, and other living costs to be high.

SB 3 will appear on the November 2018 General Election ballot, and if this bond measure passes, the proceeds will help to build homes for veterans, working families, people with disabilities and Californians experiencing homelessness.

Staff recommends that the County adopt the attached Resolution in support of this measure.

Attachments:

1. Resolution
2. RCRC's summary of bond proceed distribution
3. Fact sheet provided by veteransaffordablehousing.org
4. Copy of SB3



R18-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS SUPPORTING THE VETERANS AND AFFORDABLE
HOUSING ACT OF 2018**

WHEREAS, housing affordability is an urgent issue facing families and communities across California and in the Eastern Sierra, and the cost of housing means many people and families can't afford other basics like food and transportation; and

WHEREAS, addressing Mono County's housing crisis through policy, assistance, and development programs is an urgent, Strategic Priority of the Mono County Board of Supervisors; and

WHEREAS, the devastation of the housing crisis is evident in homelessness in Mono and Inyo County; and

WHEREAS, California's homeownership rates are at the lowest point since the 1940s and recent housing production levels are far short of the state's projected housing need for 180,000 new homes per year; and

WHEREAS, the proceeds from the 2006 housing bond that helped create and preserve affordable apartments, urban infill infrastructure, and single-family homes have been expended; and

WHEREAS, even though federal funding for affordable housing comprises a significant portion of California's resources to support affordable housing, with a decline of 51 and 66 percent, respectively, in funds allocated to California by the crucial funds from the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) and HOME programs; and

WHEREAS, last year the Legislature passed, and Governor Brown signed SB 3 (Beall), that placed the \$4 billion Veterans and Affordable Housing Act on the November 6, 2018 general election ballot; and

WHEREAS, the Veterans and Affordable Housing Act dedicates funding to help military veterans have a safe place to call home, provides stable housing for struggling families, people experiencing homelessness and individuals with disabilities; and

WHEREAS, the Veterans and Affordable Housing Act builds affordable homes for hard-working people, enabling them to live in the communities where they work and near transit to reduce long commutes and curb pollution; and

1 **WHEREAS**, the Veterans and Affordable Housing Act invests in Californians' priorities:
2 building homes, creating jobs and boosting the economy; the initiative is expected to create
3 137,000 jobs and pump \$23.4 billion into California's economy; and

4 **THEREFORE, BE IT RESOLVED** that the County of Mono hereby supports the
5 Veterans and Affordable Housing Act on the November 6, 2018 ballot to infuse much needed
6 funding to support important affordable housing projects and spur housing construction
7 statewide; and

8 **THEREFORE, BE IT FURTHER RESOLVED** that the County of Mono supports and can
9 be listed as a member of the Veterans and Affordable Housing Act coalition.

10 **PASSED, APPROVED and ADOPTED** this 17th day of July, 2018, by the following
11 vote, to wit:

12 **AYES:**

13 **NOES:**

14 **ABSENT:**

15 **ABSTAIN:**

16
17
18
19 _____
20 Bob Gardner, Chair
Mono County Board of Supervisors

21 **ATTEST:**

22 **APPROVED AS TO FORM:**

23
24
25 _____
26 Clerk of the Board

27
28
29 _____
30 County Counsel



SUPPORT THE VETERANS AND AFFORDABLE HOUSING ACT

WHO WE ARE

We are a broad coalition of veterans' organizations, affordable housing advocates, business and labor leaders, cities, environmental groups and many more committed to helping Californians have safe, affordable homes with the \$4 billion **Veterans and Affordable Housing Act** that will go before voters in November 2018.



WHAT THE ACT DOES FOR CALIFORNIA VETERANS, STRUGGLING FAMILIES AND PEOPLE WITH DISABILITIES

- 🏠 Dedicates funding to help military veterans have a safe place to call home.
- 🏠 Provides stable housing for struggling families, people experiencing homelessness and individuals with disabilities.
- 🏠 Builds affordable homes for hardworking people like grocery clerks, nurse aides and teaching assistants. This helps people live in the communities where they work and serve, while still having money for basics like groceries and child care.
- 🏠 Tackles top priorities for Californians – building homes, creating jobs and boosting the economy. It's expected to create 137,000 jobs and pump \$23.4 billion into California's economy.

WHY CALIFORNIANS NEED AFFORDABLE HOUSING

- 🏠 The housing crisis is crushing the 1 in 3 Californians who can't afford their rents.
- 🏠 Many people are spending more than 30% of their incomes and some as much as 50% of their incomes on housing.
- 🏠 The gap is so wide between what Californians earn and the cost of rent that families are separated by excruciating commutes because they can't afford to live in the cities where they work.
- 🏠 The human devastation of the housing crisis and homelessness is taking hold in more Californians' lives. California has the largest population of unsheltered veterans in the nation. Families pushed to the brink live in their cars or double and even triple up in overcrowded housing as they try to maintain their jobs and ensure their children go to school.



HOW YOU CAN JOIN OUR COALITION & SUPPORT THE AFFORDABLE HOUSING

- 🏠 Help spread the word among family, friends, neighbors and colleagues that we all can do something about the housing crisis – **Vote YES on the Veterans and Affordable Housing Act this November.**

CONTACT

David Koenig (DavidJKoenig@gmail.com) for information on how you and your organization can formally endorse the Act, participate in outreach opportunities and contribute to the campaign to build affordable housing in California.

VETSANDAFFORDABLEHOUSINGACT.ORG

Paid for by Affordable Housing Now, a coalition of Housing California, California Housing Consortium, State Building and Construction Trades Council of California and Silicon Valley Leadership Group. Committee ID# 1401697
Committee major funding from Members' Voice of the State Building and Construction Trades Council of California, EAH, Inc. and Housing Trust Silicon Valley.

Senate Bill No. 3

CHAPTER 365

An act to add Part 16 (commencing with Section 54000) to Division 31 of the Health and Safety Code, and to add Article 5z (commencing with Section 998.600) to Chapter 6 of Division 4 of the Military and Veterans Code, relating to housing, by providing the funds necessary therefor through an election for the issuance and sale of bonds of the State of California and for the handling and disposition of those funds, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 29, 2017. Filed with
Secretary of State September 29, 2017.]

LEGISLATIVE COUNSEL'S DIGEST

SB 3, Beall. Veterans and Affordable Housing Bond Act of 2018.

Under existing law, there are programs providing assistance for, among other things, emergency housing, multifamily housing, farmworker housing, home ownership for very low and low-income households, and downpayment assistance for first-time home buyers. Existing law also authorizes the issuance of bonds in specified amounts pursuant to the State General Obligation Bond Law and requires that proceeds from the sale of these bonds be used to finance various existing housing programs, capital outlay related to infill development, brownfield cleanup that promotes infill development, and housing-related parks. Existing law, the Veterans' Bond Act of 2008, authorized, for purposes of financing a specified program for farm, home, and mobilehome purchase assistance for veterans, the issuance, pursuant to the State General Obligation Bond Law, of bonds in the amount of \$900,000,000.

This bill would enact the Veterans and Affordable Housing Bond Act of 2018, which, if adopted, would authorize the issuance of bonds in the amount of \$4,000,000,000 pursuant to the State General Obligation Bond Law. Of the proceeds from the sale of these bonds, \$3,000,000,000 would be used to finance various existing housing programs, as well as infill infrastructure financing and affordable housing matching grant programs, as provided, and \$1,000,000,000 would be used to provide additional funding for the above-described program for farm, home, and mobilehome purchase assistance for veterans, as provided.

This bill would provide for submission of the bond act to the voters at the November 6, 2018, statewide general election in accordance with specified law.

This bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. This act shall be known, and may be cited, as the Veterans and Affordable Housing Bond Act of 2018.

SEC. 2. The Legislature finds and declares all of the following:

(a) California is experiencing an extreme housing shortage with 2.2 million extremely low income and very low income renter households competing for only 664,000 affordable rental homes. This leaves more than 1.54 million of California's lowest income households without access to affordable housing.

(b) While homelessness across the United States is in an overall decline, homelessness in California is rising. In 2015, California had 115,738 homeless people, which accounted for 21 percent of the nation's homeless population. This is an increase of 1.6 percent from the prior year. California also had the highest rate of unsheltered people, at 64 percent or 73,699 people; the largest numbers of unaccompanied homeless children and youth, at 10,416 people or 28 percent of the national total; the largest number of veterans experiencing homelessness, at 11,311 or 24 percent of the national homeless veteran population; and the second largest number of people in families with chronic patterns of homelessness, at 22,582 or 11 percent of the state's homeless family population.

(c) It is essential to continue funding, which is soon to expire, for housing programs that are necessary to address the housing needs of the large number of veterans and their families living in California.

(d) California is home to 21 of the 30 most expensive rental housing markets in the country, which has had a disproportionate impact on the middle class and the working poor. California requires the third highest wage in the country to afford housing, behind Hawaii and Washington, D.C. The fair market rent, which indicates the amount of money that a given property would require if it were open for leasing, for a two-bedroom apartment is \$1,386. To afford this level of rent and utilities, without paying more than 30 percent of income on housing, a household must earn an hourly "housing wage" of \$26.65 per hour. This means that a person earning minimum wage must work an average of three jobs to pay the rent for a two-bedroom unit. In some areas of the state, these numbers are even higher.

(e) Low-income families are forced to spend more and more of their income on rent, which leaves little else for other basic necessities. Many renters must postpone or forgo home ownership, live in more crowded housing, commute further to work, or, in some cases, choose to live and work elsewhere.

(f) California has seen a significant reduction of state funding in recent years. The funds from Proposition 46 of 2002 and Proposition 1C of 2006, totaling nearly \$5 billion for a variety of affordable housing programs, have been expended. Combined with the loss of redevelopment funds, \$1.5 billion of annual state investment dedicated to housing has been lost, leaving several critical housing programs unfunded.

(g) High housing costs and the shortage of housing stock in California directly affect the future health of California’s economy and, given the staggering numbers indicated above, bold action is necessary. Investment in existing and successful housing programs to expand the state’s housing stock should benefit California’s homeless and low-income earners, as well as some of the state’s most vulnerable populations, including foster and at-risk youth, persons with developmental and physical disabilities, farmworkers, the elderly, single parents with children, and survivors of domestic violence. Investments should also be made in housing for Medi-Cal recipients served through a county’s Section 1115 Waiver Whole Person Care Pilot program and family day care providers.

(h) Investment in housing creates jobs and provides local benefits. The estimated one-year impacts of building 100 rental apartments in a typical local area include \$11.7 million in local income, \$2.2 million in taxes and other revenue for local governments, and 161 local jobs or 1.62 jobs per apartment. The additional annually recurring impacts of building 100 rental apartments in a typical local area include \$2.6 million in local income, \$503,000 in taxes and other revenue for local governments, and 44 local jobs or .44 jobs per apartment.

(i) California has 109 federally recognized tribes and 723,000 residents with Native American ancestry, the largest number of tribes and residents in the United States. Due to historic dislocation and lack of housing choices, most do not live on tribal lands and those who do live in severely substandard, overcrowded homes lacking quality water and sewer services at rates greater than the general population.

SEC. 3. Part 16 (commencing with Section 54000) is added to Division 31 of the Health and Safety Code, to read:

PART 16. VETERANS AND AFFORDABLE HOUSING BOND ACT
OF 2018

CHAPTER 1. GENERAL PROVISIONS

54000. Together with Article 5z (commencing with Section 998.600) of Chapter 6 of Division 4 of the Military and Veterans Code, this part shall be known, and may be cited, as the Veterans and Affordable Housing Bond Act of 2018.

54002. As used in this part, the following terms have the following meanings:

(a) “Board” means the Department of Housing and Community Development for programs administered by the department, and the California Housing Finance Agency for programs administered by the agency.

(b) “Committee” means the Housing Finance Committee created pursuant to Section 53524 and continued in existence pursuant to Sections 53548 and 54014.

(c) “Fund” means the Affordable Housing Bond Act Trust Fund of 2018 created pursuant to Section 54006.

54004. This part shall only become operative upon adoption by the voters at the November 6, 2018, statewide general election.

CHAPTER 2. AFFORDABLE HOUSING BOND ACT TRUST FUND OF 2018 AND PROGRAM

54006. The Affordable Housing Bond Act Trust Fund of 2018 is hereby created within the State Treasury. It is the intent of the Legislature that the proceeds of bonds (exclusive of refunding bonds issued pursuant to Section 54026) be deposited in the fund and used to fund the housing-related programs described in this chapter. The proceeds of bonds issued and sold pursuant to this part for the purposes specified in this chapter shall be allocated in the following manner:

(a) One billion five hundred million dollars (\$1,500,000,000) to be deposited in the Housing Rehabilitation Loan Fund established pursuant to Section 50661. The moneys in the fund shall be used for the Multifamily Housing Program authorized by Chapter 6.7 (commencing with Section 50675) of Part 2, to be expended to assist in the new construction, rehabilitation, and preservation of permanent and transitional rental housing for persons with incomes of up to 60 percent of the area median income (AMI). These funds may also be used to provide technical assistance pursuant to Section 54007.

(b) One hundred fifty million dollars (\$150,000,000) to be deposited into the Transit-Oriented Development Implementation Fund, established pursuant to Section 53561, for expenditure, upon appropriation by the Legislature, pursuant to the Transit-Oriented Development Implementation Program authorized by Part 13 (commencing with Section 53560) to provide local assistance to cities, counties, cities and counties, transit agencies, and developers for the purpose of developing or facilitating the development of higher density uses within close proximity to transit stations that will increase public transit ridership. These funds may also be expended for any authorized purpose of this program and for state incentive programs, including loans and grants, within the department. Any funds not encumbered for the purposes of this subdivision by November 6, 2028, shall revert for general use in the Multifamily Housing Program authorized by Chapter 6.7 (commencing with Section 50675) of Part 2, unless the Department of Housing and Community Development determines that funds should revert sooner due to diminished demand.

(c) Three hundred million dollars (\$300,000,000) to be deposited in the Regional Planning, Housing, and Infill Incentive Account, which is hereby created within the fund. Moneys in the account shall be available, upon appropriation by the Legislature, pursuant to the Infill Incentive Grant Program of 2007 established by Section 53545.13 for infill incentive grants to assist in the new construction and rehabilitation of infrastructure that

supports high-density affordable and mixed-income housing in locations designated as infill, including, but not limited to, any of the following:

- (1) Park creation, development, or rehabilitation to encourage infill development.
- (2) Water, sewer, or other public infrastructure costs associated with infill development.
- (3) Transportation improvements related to infill development projects.
- (4) Traffic mitigation.

These funds may also be expended for any authorized purpose of this program. Any funds not encumbered for the purposes of this subdivision by November 6, 2028, shall revert for general use in the Multifamily Housing Program authorized by Chapter 6.7 (commencing with Section 50675) of Part 2, unless the Department of Housing and Community Development determines that funds should revert sooner due to diminished demand.

(d) One hundred fifty million dollars (\$150,000,000) to be transferred to the Self-Help Housing Fund established pursuant to Section 50697.1. Notwithstanding Section 13340 of the Government Code and Section 50697.1, these funds are hereby continuously appropriated to the Department of Housing and Community Development without regard to fiscal years, which funds shall be transferred by the department to the California Housing Finance Agency for purposes of the home purchase assistance program established pursuant to Chapter 6.8 (commencing with Section 51341) of Part 3.

(e) Three hundred million dollars (\$300,000,000) to be deposited in the Joe Serna, Jr. Farmworker Housing Grant Fund, established pursuant to Section 50517.5, to fund grants or loans, or both, for local public entities, nonprofit corporations, limited liability companies, and limited partnerships, for the construction or rehabilitation of housing for agricultural employees and their families or for the acquisition of manufactured housing as part of a program to address and remedy the impacts of current and potential displacement of farmworker families from existing labor camps, mobilehome parks, or other housing. These funds may also be expended for any authorized purpose of this program. These funds may also be used to provide technical assistance pursuant to Section 54007. Any funds not encumbered for the purposes of this subdivision by November 6, 2028, shall revert for general use in the Multifamily Housing Program authorized by Chapter 6.7 (commencing with Section 50675) of Part 2, unless the Department of Housing and Community Development determines that funds should revert sooner due to diminished demand.

(f) Three hundred million dollars (\$300,000,000) to be deposited in the Affordable Housing Innovation Fund established pursuant to subparagraph (F) of paragraph (1) of subdivision (a) of Section 53545. Moneys in the fund shall be available, upon appropriation by the Legislature, pursuant to the Local Housing Trust Fund Matching Grant Program established by Section 50842.2 to fund competitive grants or loans to local housing trust funds that develop, own, lend, or invest in affordable housing and used to create pilot programs to demonstrate innovative, cost-saving approaches to

creating or preserving affordable housing. Local housing trust funds shall be derived on an ongoing basis from private contribution or governmental sources that are not otherwise restricted in use for housing programs. These funds may also be expended for any authorized purpose of this program. Any funds not encumbered for the purposes of this subdivision by November 6, 2028, shall revert for general use in the Multifamily Housing Program authorized by Chapter 6.7 (commencing with Section 50675) of Part 2, unless the Department of Housing and Community Development determines that funds should revert sooner due to diminished demand.

(g) Three hundred million dollars (\$300,000,000) to be deposited in the Self-Help Housing Fund established pursuant to Section 50697.1. The moneys in the fund shall be available for the CalHome Program authorized by Chapter 6 (commencing with Section 50650) of Part 2, to provide direct, forgivable loans to assist development projects involving multiple home ownership units, including single-family subdivisions, for self-help mortgage assistance programs, and for manufactured homes. These funds may also be expended for any authorized purpose of this program. At least thirty million dollars (\$30,000,000) of the amount deposited in the Self-Help Housing Fund shall be used to provide grants or forgivable loans to assist in the rehabilitation or replacement, or both, of existing mobilehomes located in a mobilehome or manufactured home community. These funds may also be used to provide technical assistance pursuant to Section 54007. Any funds not encumbered for the purposes of this subdivision by November 6, 2028, shall revert for general use in the Multifamily Housing Program authorized by Chapter 6.7 (commencing with Section 50675) of Part 2, unless the Department of Housing and Community Development determines that funds should revert sooner due to diminished demand.

54007. (a) (1) Notwithstanding any other provision of this part, the Department of Housing and Community Development may provide technical assistance to eligible counties and eligible cities, or developers of affordable housing within eligible counties and eligible cities, to facilitate the construction of housing for the target populations for the following programs funded pursuant to this part:

(A) The Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2).

(B) The Joe Serna, Jr. Farmworker Housing Grant Program (Chapter 3.2 (commencing with Section 50515.2) of Part 2).

(C) The CalHome Program (Chapter 6 (commencing with Section 50650) of Part 2).

(2) Technical assistance pursuant to this section shall be provided using the bond proceeds allocated pursuant to Section 54006 to the program for which the technical assistance is provided.

(3) The Department of Housing and Community Development shall not provide more than three hundred sixty thousand dollars (\$360,000) total in technical assistance pursuant to this section, and an eligible county or eligible city shall not receive more than thirty thousand dollars (\$30,000) in technical assistance annually.

(b) For purposes of this section, the following definitions shall apply:

(1) “Eligible city” means a city that is located within a county with a population of 150,000 residents or fewer.

(2) “Eligible county” means a county with a population of 150,000 residents or fewer.

(3) “Technical assistance” includes engineering assistance and environmental review related to an affordable housing project and reimbursement of administrative costs related to developing a grant proposal.

54008. (a) The Legislature may, from time to time, amend any law related to programs to which funds are, or have been, allocated pursuant to this chapter for the purposes of improving the efficiency and effectiveness of those programs or to further the goals of those programs.

(b) The Legislature may amend this chapter to reallocate the proceeds of bonds issued and sold pursuant to this part among the programs to which funds are to be allocated pursuant to this chapter as necessary to effectively promote the development of affordable housing in this state.

54009. Programs funded with bond proceeds shall, when allocating financial support, give preference to projects that are “public works” for purposes of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code and other projects on which all construction workers will be paid at least the general prevailing rate of per diem wages as determined by the Director of Industrial Relations.

CHAPTER 3. FISCAL PROVISIONS

54010. Bonds in the total amount of three billion dollars (\$3,000,000,000), exclusive of refunding bonds issued pursuant to Section 54026, or so much thereof as is necessary as determined by the committee, are hereby authorized to be issued and sold for carrying out the purposes expressed in this part and to reimburse the General Obligation Bond Expense Revolving Fund pursuant to Section 16724.5 of the Government Code. All bonds herein authorized which have been duly issued, sold, and delivered as provided herein shall constitute valid and binding general obligations of the state, and the full faith and credit of the state is hereby pledged for the punctual payment of both principal of and interest on those bonds when due.

54012. The bonds authorized by this part shall be prepared, executed, issued, sold, paid, and redeemed as provided in the State General Obligation Bond Law (Chapter 4 (commencing with Section 16720) of Part 3 of Division 4 of Title 2 of the Government Code), except subdivisions (a) and (b) of Section 16727 of the Government Code, and all of the provisions of that law as amended from time to time apply to the bonds and to this part, except as provided in Section 54028, and are hereby incorporated in this part as though set forth in full in this part.

54014. (a) Solely for the purpose of authorizing the issuance and sale, pursuant to the State General Obligation Bond Law, of the bonds authorized

by this part, the committee is continued in existence. For the purposes of this part, the Housing Finance Committee is “the committee” as that term is used in the State General Obligation Bond Law.

(b) The Department of Housing and Community Development may adopt guidelines establishing requirements for administration of its financing programs. The guidelines shall not constitute rules, regulations, orders, or standards of general application and are not subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code.

(c) For the purposes of the State General Obligation Bond Law, the Department of Housing and Community Development is designated the “board” for programs administered by the department, and the California Housing Finance Agency is the “board” for programs administered by the agency.

54016. Upon request of the board stating that funds are needed for purposes of this part, the committee shall determine whether or not it is necessary or desirable to issue bonds, and, if so, the amount of bonds to be issued and sold. Successive issues of bonds may be authorized and sold to carry out those actions progressively, and are not required to be sold at any one time. Bonds may bear interest subject to federal income tax.

54018. There shall be collected annually, in the same manner and at the same time as other state revenue is collected, a sum of money in addition to the ordinary revenues of the state, sufficient to pay the principal of, and interest on, the bonds each year. It is the duty of all officers charged by law with any duty in regard to the collections of state revenues to do or perform each and every act which is necessary to collect that additional sum.

54020. Notwithstanding Section 13340 of the Government Code, there is hereby appropriated from the General Fund in the State Treasury, for the purposes of this part, an amount that will equal the total of both of the following:

(a) The sum annually necessary to pay the principal of, and interest on, bonds issued and sold pursuant to this part, as the principal and interest become due and payable.

(b) The sum which is necessary to carry out Section 54024, appropriated without regard to fiscal years.

54022. The board may request the Pooled Money Investment Board to make a loan from the Pooled Money Investment Account, in accordance with Section 16312 of the Government Code, for purposes of this part. The amount of the request shall not exceed the amount of the unsold bonds that the committee has, by resolution, authorized to be sold, excluding any refunding bonds authorized pursuant to Section 54026, for purposes of this part, less any amount loaned pursuant to this section and not yet repaid and any amount withdrawn from the General Fund pursuant to Section 54024 and not yet returned to the General Fund. The board shall execute any documents as required by the Pooled Money Investment Board to obtain and repay the loan. Any amount loaned shall be deposited in the fund to be allocated in accordance with this part.

54024. For purposes of carrying out this part, the Director of Finance may, by executive order, authorize the withdrawal from the General Fund of any amount or amounts not to exceed the amount of the unsold bonds that the committee has, by resolution, authorized to be sold, excluding any refunding bonds authorized pursuant to Section 54026, for purposes of this part, less any amount loaned pursuant to Section 54022 and not yet repaid and any amount withdrawn from the General Fund pursuant to this section and not yet returned to the General Fund. Any amounts withdrawn shall be deposited in the fund to be allocated in accordance with this part. Any moneys made available under this section shall be returned to the General Fund, plus the interest that the amounts would have earned in the Pooled Money Investment Account, from moneys received from the sale of bonds which would otherwise be deposited in that fund.

54026. The bonds may be refunded in accordance with Article 6 (commencing with Section 16780) of Chapter 4 of Part 3 of Division 4 of Title 2 of the Government Code. Approval by the electors of this act shall constitute approval of any refunding bonds issued to refund bonds issued pursuant to this part, including any prior issued refunding bonds. Any bond refunded with the proceeds of a refunding bond as authorized by this section may be legally defeased to the extent permitted by law in the manner and to the extent set forth in the resolution, as amended from time to time, authorizing that refunded bond.

54028. Notwithstanding any provisions in the State General Obligation Bond Law, the maturity date of any bonds authorized by this part shall not be later than 35 years from the date of each such bond. The maturity of each series shall be calculated from the date of issuance of each bond.

54030. The Legislature hereby finds and declares that, inasmuch as the proceeds from the sale of bonds authorized by this part are not “proceeds of taxes” as that term is used in Article XIII B of the California Constitution, the disbursement of these proceeds is not subject to the limitations imposed by that article.

54032. Notwithstanding any provision of the State General Obligation Bond Law with regard to the proceeds from the sale of bonds authorized by this part that are subject to investment under Article 4 (commencing with Section 16470) of Chapter 3 of Part 2 of Division 4 of Title 2 of the Government Code, the Treasurer may maintain a separate account for investment earnings, may order the payment of those earnings to comply with any rebate requirement applicable under federal law, and may otherwise direct the use and investment of those proceeds so as to maintain the tax-exempt status of tax-exempt bonds and to obtain any other advantage under federal law on behalf of the funds of this state.

54034. All moneys derived from premiums and accrued interest on bonds sold pursuant to this part shall be transferred to the General Fund as a credit to expenditures for bond interest; provided, however, that amounts derived from premiums may be reserved and used to pay the costs of bond issuance prior to transfer to the General Fund.

SEC. 4. Article 5z (commencing with Section 998.600) is added to Chapter 6 of Division 4 of the Military and Veterans Code, to read:

Article 5z. The Veterans and Affordable Housing Bond Act of 2018

998.600. Together with Part 16 (commencing with Section 54000) of Division 31 of the Health and Safety Code, this article shall be known and may be cited as the Veterans and Affordable Housing Bond Act of 2018.

998.601. (a) The State General Obligation Bond Law (Chapter 4 (commencing with Section 16720) of Part 3 of Division 4 of Title 2 of the Government Code), as amended from time to time, except as otherwise provided herein, is adopted for the purpose of the issuance, sale, and repayment of, and otherwise providing with respect to, the bonds authorized to be issued by this article, and the provisions of that law are included in this article as though set out in full in this article. All references in this article to “herein” refer both to this article and that law.

(b) For purposes of the State General Obligation Bond Law, the Department of Veterans Affairs is designated the board.

998.602. As used herein, the following terms have the following meanings:

(a) “Board” means the Department of Veterans Affairs.

(b) “Bond” means a veterans’ bond, a state general obligation bond, issued pursuant to this article adopting the provisions of the State General Obligation Bond Law.

(c) “Bond act” means this article authorizing the issuance of state general obligation bonds and adopting the State General Obligation Bond Law by reference.

(d) “Committee” means the Veterans Finance Committee of 1943, established by Section 991.

(e) “Fund” means the Veterans’ Farm and Home Building Fund of 1943, established by Section 988.

(f) “Payment Fund” means the Veterans’ Bonds Payment Fund established by Section 988.6.

998.603. For the purpose of creating a fund to provide farm and home aid for veterans in accordance with the Veterans’ Farm and Home Purchase Act of 1974 (Article 3.1 (commencing with Section 987.50)), and of all acts amendatory thereof and supplemental thereto, the committee may create a debt or debts, liability or liabilities, of the State of California, in the aggregate amount of not more than one billion dollars (\$1,000,000,000), exclusive of refunding bonds, in the manner provided herein.

998.604. (a) All bonds authorized by this article, when duly sold and delivered as provided herein, constitute valid and legally binding general obligations of the State of California, and the full faith and credit of the State of California is hereby pledged for the punctual payment of both principal and interest thereof.

(b) There shall be collected annually, in the same manner and at the same time as other state revenue is collected, a sum of money, in addition to the ordinary revenues of the state, sufficient to pay the principal of, and interest on, these bonds as provided herein, and all officers required by law to perform any duty in regard to the collection of state revenues shall collect this additional sum.

(c) On the dates on which funds are to be remitted pursuant to Section 16676 of the Government Code for the payment of debt service on the bonds in each fiscal year, there shall be transferred to the Payment Fund to pay the debt service all of the money in the fund, not in excess of the amount of debt service then due and payable. If the money transferred on the remittance dates is less than debt service then due and payable, the balance remaining unpaid shall be transferred to the General Fund out of the fund as soon as it shall become available, together with interest thereon from the remittance date until paid, at the same rate of interest as borne by the bonds, compounded semiannually. Notwithstanding any other provision of law to the contrary, this subdivision shall apply to all veterans' farm and home purchase bond acts pursuant to this chapter. This subdivision does not grant any lien on the fund, the Payment Fund, or the moneys therein to the holders of any bonds issued under this article. For the purposes of this subdivision, "debt service" means the principal (whether due at maturity, by redemption, or acceleration), premium, if any, or interest payable on any date with respect to any series of bonds. This subdivision shall not apply, however, in the case of any debt service that is payable from the proceeds of any refunding bonds.

998.605. There is hereby appropriated from the General Fund, for purposes of this article, a sum of money that will equal both of the following:

(a) That sum annually necessary to pay the principal of, and the interest on, the bonds issued and sold as provided herein, as that principal and interest become due and payable.

(b) That sum necessary to carry out Section 998.606, appropriated without regard to fiscal years.

998.606. For the purposes of this article, the Director of Finance may, by executive order, authorize the withdrawal from the General Fund of a sum of money not to exceed the amount of the unsold bonds which have been authorized by the committee to be sold pursuant to this article. Any sums withdrawn shall be deposited in the fund. All moneys made available under this section to the board shall be returned by the board to the General Fund, plus the interest that the amounts would have earned in the Pooled Money Investment Account, from the sale of bonds for the purpose of carrying out this article.

998.607. The board may request the Pooled Money Investment Board to make a loan from the Pooled Money Investment Account, in accordance with Section 16312 of the Government Code, for the purposes of carrying out this article. The amount of the request shall not exceed the amount of unsold bonds which the committee has, by resolution, authorized to be sold for the purpose of carrying out this article. The board shall execute whatever

documents are required by the Pooled Money Investment Board to obtain and repay the loan. Any amounts loaned shall be deposited in the fund to be allocated by the board in accordance with this article.

998.608. Upon request of the board, supported by a statement of its plans and projects approved by the Governor, the committee shall determine whether to issue any bonds authorized under this article in order to carry out the board's plans and projects, and, if so, the amount of bonds to be issued and sold. Successive issues of bonds may be authorized and sold to carry out these plans and projects progressively, and it is not necessary that all of the bonds be issued or sold at any one time.

998.609. (a) As long as any bonds authorized under this article are outstanding, the Secretary of Veterans Affairs shall, at the close of each fiscal year, require a survey of the financial condition of the Division of Farm and Home Purchases, together with a projection of the division's operations, to be made by an independent public accountant of recognized standing. The results of each survey and projection shall be reported in writing by the public accountant to the Secretary of Veterans Affairs, the California Veterans Board, the appropriate policy committees dealing with veterans affairs in the Senate and the Assembly, and the committee.

(b) The Division of Farm and Home Purchases shall reimburse the public accountant for these services out of any money that the division may have available on deposit with the Treasurer.

998.610. (a) The committee may authorize the Treasurer to sell all or any part of the bonds authorized by this article at the time or times established by the Treasurer.

(b) Whenever the committee deems it necessary for an effective sale of the bonds, the committee may authorize the Treasurer to sell any issue of bonds at less than their par value, notwithstanding Section 16754 of the Government Code. However, the discount on the bonds shall not exceed 3 percent of the par value thereof.

998.611. Out of the first money realized from the sale of bonds as provided herein, there shall be redeposited in the General Obligation Bond Expense Revolving Fund, established by Section 16724.5 of the Government Code, the amount of all expenditures made for the purposes specified in that section, and this money may be used for the same purpose and repaid in the same manner whenever additional bond sales are made.

998.612. Any bonds issued and sold pursuant to this article may be refunded in accordance with Article 6 (commencing with Section 16780) of Chapter 4 of Part 3 of Division 4 of Title 2 of the Government Code. The approval of the voters for the issuance of bonds under this article includes approval for the issuance of bonds issued to refund bonds originally issued or any previously issued refunding bonds.

998.613. Notwithstanding any provision of the bond act, if the Treasurer sells bonds under this article for which bond counsel has issued an opinion to the effect that the interest on the bonds is excludable from gross income for purposes of federal income tax, subject to any conditions which may be designated, the Treasurer may establish separate accounts for the investment

of bond proceeds and for the earnings on those proceeds, and may use those proceeds or earnings to pay any rebate, penalty, or other payment required by federal law or take any other action with respect to the investment and use of bond proceeds required or permitted under federal law necessary to maintain the tax-exempt status of the bonds or to obtain any other advantage under federal law on behalf of the funds of this state.

998.614. The Legislature hereby finds and declares that, inasmuch as the proceeds from the sale of bonds authorized by this article are not “proceeds of taxes” as that term is used in Article XIII B of the California Constitution, the disbursement of these proceeds is not subject to the limitations imposed by Article XIII B.

SEC. 5. Sections 3 and 4 of this act shall become operative upon the adoption by the voters of the Veterans and Affordable Housing Bond Act of 2018.

SEC. 6. Sections 3 and 4 of this act shall be submitted by the Secretary of State to the voters as a single measure, the Veterans and Affordable Housing Bond Act of 2018, at the November 6, 2018, statewide general election.

SEC. 7. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to maximize the time available for the analysis and preparation of the proposed issuance of bonds pursuant to Sections 3 and 4 of this act, it is necessary that this act take effect immediately.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 17, 2018

Departments: Public Works

TIME REQUIRED 20 minutes

PERSONS APPEARING BEFORE THE BOARD Paul Roten

SUBJECT Upper Summers Meadow Road
Bridge Guardrail Installation

AGENDA DESCRIPTION:

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

This work will complete the Upper Summers Meadow Road Bridge installation.

RECOMMENDED ACTION:

Approve bid package, including the project manual and project plans, for the Upper Summers Meadow Road Bridge Guardrail Installation. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid. Provide any desired direction to staff.

FISCAL IMPACT:

Anticipated cost of this item is \$45,000, which was included in the FY 2018-19 adopted budget for the Disaster Assistance Fund. It is funded with a combination of California Disaster Assistance Act reimbursement, Local Transportation Regional Surface Transportation Program funds and carryover funding from the Round Fire event.

CONTACT NAME: Chad Senior

PHONE/EMAIL: 760 924-1812 / csenior@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Project Manual](#)

[Plan Set](#)

History

Time	Who	Approval
7/12/2018 12:23 PM	County Administrative Office	Yes
7/11/2018 4:15 PM	County Counsel	Yes
7/11/2018 6:25 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: July 17, 2018

To: Honorable Chair and Members of the Board of Supervisors

From: Chad Senior, Associate Engineer

Re: Authorization to Let the Upper Summers Meadow Road Bridge Guardrail Installation Project for Bid

Recommended Action:

Approve bid package, including the project manual and project plans, for the Upper Summers Meadow Road Bridge Guardrail Installation Project ("Project"). Authorize the Public Works Department to advertise an Invitation for Bids and to let the Project for bid. Provide any additional desired direction to staff.

Fiscal Impact:

Approximately \$45,000 from the FY2018-2019 budget. The Upper Summers Meadow Road Emergency Bridge Project is complete except for the guardrail end sections, which will bolt to the bridge abutments. A total of \$675,000 was budgeted for the emergency project in FY2017-2018 and approximately \$618,000 has been expended to date, including \$30,000 of in-kind labor. Seventy-five percent (75%) of the Project is eligible for funding by the California Governor's Office of Emergency Services pursuant to the California Disaster Assistance Act. The Mono County Local Transportation Commission approved \$55,678.01 in Regional Surface Transportation Program funds toward the match required by the California Disaster Assistance Act, which the Public Works Department has received. From these emergency funds, approximately \$45,000 is budgeted in FY2018-2019 for the Project.

Mono County Strategic Priority 1E – Improve Public Safety and Health by investing in road and other infrastructure projects across the County.

Background:

The Project will complete the Upper Summers Meadow Road Emergency Bridge Project. The installation of guardrails is necessary to permanently protect the bridge structure and provide for public safety. Currently, temporary concrete k-rails are being used as guardrails for the bridge. The Project manual (contract documents, special provisions, technical specifications, etc.) are attached to this staff report for Board reference.

Although the Project is the last piece of a larger emergency bridge repair project, formal bidding is required because the emergency has concluded. Approval of the bid documents and Project manual will allow the Public Works Department to advertise and let the Project for bids and the emergency bridge repair project and this Project to be completed during the 2018 construction season. This Project is exempt from the California Environmental Quality Act (CEQA Section 15269, Emergency Projects) and a Notice of Exemption has been

prepared and filed with the County Clerk's Office for this Project by the Public Works Department.

Please contact me at 760.924.1812 or by email at cseior@mono.ca.gov, or Jason Canger at 760.924.1712 or by email at jcanger@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,



Chad Senior,
Associate Engineer

Attachments: Project Manual
Project Plans

PROJECT MANUAL
FOR
UPPER SUMMERS MEADOW
ROAD BRIDGE
GUARDRAIL PROJECT
Project No. 4005B

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
Post Office Box 457
74 North School Street
Bridgeport, California 93517
760.932.5440

July 2018

OPTIONAL PRE-BID CONFERENCE:

**11:00 am, Wednesday, July 25,
2018** Public Works Conference
Room 74 North School Street
Bridgeport, California 93517

BID SUBMITTAL DEADLINE:

3:00 pm, Thursday, August 2, 2018
Clerk of the Board of Supervisors
74 North School Street / P.O. Box 237
Bridgeport, California 93517

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

CERTIFICATION PAGE

UPPER SUMMERS MEADOW ROAD BRIDGE
GUARDRAIL PROJECT

Project No. 4005

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


Paul Edward Roten
C 56891
Senior Civil Engineer
County of Mono
Department of Public Works
74 North School Street
Bridgeport, California 93517

2018 July 10
Date

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GUARDRAIL PROJECT
Project No. 4005B*

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INVITATION FOR BIDS

UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL PROJECT

Project No. 4005B

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 **UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL INSTALLATION PROJECT** ("Project"). The purpose of this Project is to protect the newly constructed bridge structure and provide for public safety for road users

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 pursuant to Labor Code section 1725.5 (unless one of the limited time extensions set forth in Labor Code section 1771.1 applies, in which case registration must be completed by the time of contract award). This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Project Manual and Project Plans provide, in detail, 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.

An **optional** pre-bid conference and site visit will be held at the County's Public Works Conference Room, Second Floor of Annex 1, 74 North School Street, Bridgeport, California 93517. The meeting is scheduled for **11:00 am Wednesday July 25, 2018**. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, all plan-holders will be notified in advance.

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 **3:00 pm Thursday August 2, 2018** ("**Bid Submission Deadline**").

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.



Chad Senior
Associate Engineer
Mono County Department of Public Works

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

INSTRUCTIONS TO BIDDERS

Upper Summers Meadow Road Bridge Guardrail Project
Project No. 4005B

1. SECURING 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. PRE-BID CONFERENCE

An **optional** pre-bid conference and site visit will be held at the Public Works Conference Room, Second Floor of Annex 1, 74 North School Street, Bridgeport, California 93517. The meeting is scheduled for **11:00 am, Wednesday, July 25, 2018**. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, all plan-holders will be notified in advance.

3. 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.

4. 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.

5. 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 Upper Summers Meadow Road Bridge Guardrail Project 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 (contained herein on pages **BD-1 through BD-20**) may be separated from the Project Manual for purposes of bid submittal.
- 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. After bid opening, the County will determine available funding, and, if it chooses to do so, the County will award a contract for construction of the 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**" on page **BD-3**
- E. Each bid is to be in accordance with the Contract Documents. 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 Contract Documents. 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 herein on pages **BD-1 through BD-20** and bidder's bid security must be received in a sealed, opaque envelope clearly labeled with **UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL PROJECT** printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission will not be considered.
- I. To be considered, bids must be received by the Clerk of the Board of Supervisors no later than **3:00 pm, Thursday, August 2, 2018** ("Bid Submission Deadline"). 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 US 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.

6. 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 described above Paragraph 5.I. 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.

7. WITHDRAWAL OF BID

Bids may be withdrawn without prejudice by the bidder up to, but not later than, the Bid Submission Deadline described above in Paragraph 5.I. 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.

8. 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 Contract Documents include 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 Contract Documents, may be made without securing the consent of the surety or sureties on the contract bonds.

9. 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.

10. 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.

11. 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, facsimile (fax), 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: Chad Senior, 74 North School Street, Post Office Box 237, Bridgeport, California, 93517. Protests submitted by facsimile (fax) must be sent to 760.932.5441. Protests submitted electronically should be emailed to Chad Senior at cseior@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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

PROPOSAL FORMS



UPPER SUMMERS MEADOW ROAD BRIDGE
GUARDRAIL PROJECT

Project No. 4005B

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PROPOSAL FORMS

UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL PROJECT

Project No. 4005B

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 **BD-1 through BD-20**.

In compliance with your Invitation for Bids and Instructions to Bidders, Bidder hereby proposes to perform all work for the **UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL 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)

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BID SCHEDULE

Upper Summers Meadow Road Bridge Guardrail Project

Project No. 4005B

Contractor's Name:

Guardrail Installation			Bid			A
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
A1	8	Mobilization	1	LS		
A2	13	Water Pollution Control	1	LS		
A3	83	Midwest Guardrail Transition (WB-31)	4	EA		
A4	83	Midwest Guardrail (6'3" Section)	4	EA		
A5	83	Vermont End Terminal	4	EA		
A6	83	End Anchor Assembly (Type SFT)	4	EA		
Guardrail Installation - Bid - A						- Subtotal:

<p>BIDDER'S GRAND TOTAL*</p> <p>COUNTY WILL USE THIS TOTAL TO COMPARE BIDS AND DETERMINE APPARENT LOW BIDDER.</p>	
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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

LIST OF SUBCONTRACTORS

UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL PROJECT

Project No. 4005B

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

UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL PROJECT

Project No. 4005B

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.

Uppers Summers Meadow Road Bridge: 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

UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL PROJECT

Project No. 4005B

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 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.

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

BIDDER'S QUALIFICATION STATEMENT

UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL PROJECT
Project No. 4005B

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
- vii. 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 GUARDRAIL INSTALLATION 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

UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL 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
 Click here to enter text. **FOR THE CONSTRUCTION OF THE**
UPPER SUMMERS MEADOW ROAD BRIDGE
GUARDRAIL PROJECT

INTRODUCTION

WHEREAS, the County of Mono (“County”), a political subdivision of the State, may have the need for the Click here to enter text. services of Click here to enter text., of Click here to enter text. (“Contractor”) (hereinafter, County and Contractor may be referred to individually as a “Party” and collectively as the “Parties”), 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 the Scope of Work set forth in Attachment A, attached hereto and by this reference incorporated herein, and in accordance with the Project Manual (including technical specifications) and Contractor’s bid. Requests by County to Contractor to perform under this Agreement will be made by the Director of the Department of Public Works or an authorized representative thereof. Requests to Contractor for services or work to be performed under this Agreement will be based upon County's need for such services and work. 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 including, but 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 herein by this reference:

- 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 _____

In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern.

2. TERM

The term of this Agreement shall be from Click here to enter text., to Click here to enter text., unless sooner terminated as provided in this Agreement.

3. CONSIDERATION

- A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees set forth in 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 Click here to enter text. dollars (\$Click here to enter text.), or Click here to enter text. dollars (\$Click here to enter text.) in any twelve-month period, plus (for public works contracts) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (collectively, the "Contract Limit"). The 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, completed at the 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, the 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 Exhibit 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 U.S. 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 remain, the sole and exclusive property of the 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 for the duration of the contract, and for five (5) years thereafter, 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 hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMITS OF INSURANCE

Coverage shall be at least as broad as:

- Commercial 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 Two Million dollars (2,000,000.00) per claim or occurrence or Four Million dollars (\$4,000,000.00) general aggregate. 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 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 Five Million dollars (\$5,000,000.00) 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 Contractor's 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 and Two Million dollars (\$2,000,000.00) policy 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 the County of Mono, 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 30 days written notice to County.

C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or the 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.

D. 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 the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor’s obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the 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 the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

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 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 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 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 Agreement 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 the 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 and 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 below.

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 the 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, 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, 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 either Party during the term of this Agreement, which the Parties 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:

If to County:

Mono County Public Works Department
ATTN: Director of Public Works
P.O. Box 457
Bridgeport, CA 93517

If to Contractor:

Click here to enter text.
Click here to enter text.
Click here to enter text.
Click here to enter text.
Click here to enter text.

25. ENTIRE AGREEMENT

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, 2018.

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security Number: _____

APPROVED AS TO FORM:

APPROVED BY RISK MANAGEMENT

County Counsel

Risk Manager

ATTACHMENT A**AGREEMENT BETWEEN COUNTY OF MONO AND
Click here to enter text. FOR THE CONSTRUCTION
OF THE UPPER SUMMERS MEADOW ROAD
BRIDGE
GUARDRAIL PROJECT****TERM:****FROM:** Click here to enter text. **TO:** Click here to enter text.**SCOPE OF WORK:****1. Scope of Work.**

1.1. County has selected, and Contractor shall construct, Project Bid Items A1 through A6, as specified in the Bid Schedule included in the Project Proposal Form.

1.2. The major work items of this the UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL PROJECT, Project No. 4005B (“Project”) are installation of guardrails to protect the existing bridge structure, including attachment of the guardrails to the bridge abutments, and other items or details not mentioned above that shall be performed, placed, constructed, or installed in accordance with the Project’s Invitations for Bids and the Contract Documents, including the Project Manual, Project Plans, and the Standard Specifications and the Standard Plans (2015) issued by the California Department of Transportation, as they may have been amended for County’s use.

1.3. Tasks performed in completing the Project shall follow generally-accepted practices for the construction industry and shall meet the minimum requirements and guidelines established by federal, state, and local agencies. Work tasks shall be coordinated with County's Department of Public Works.

1.4. This Agreement and Scope of Work includes and is subject to the provisions of the Contract Documents, including Project Manual, Project Plans, and the General Prevailing Wage Rates established by the California Department of Industrial Relations in effect on the date of this Agreement, which documents are attached hereto and/or by this reference incorporated herein.

2. Work Schedule. As specified in the Contract Documents, the Project and all work shall be completed within thirty (30) working days from the date of issuance of the Notice to Proceed by the Director of the Mono County Department of Public Works. Completion of improvements shall be specified by the Department of Public Works in a Notice of Completion filed in the Office of the County Recorder. Additional information regarding the schedule applicable to this Scope of Work is included in the Contract Documents, attached hereto and incorporated herein.

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DRAFT

ATTACHMENT B

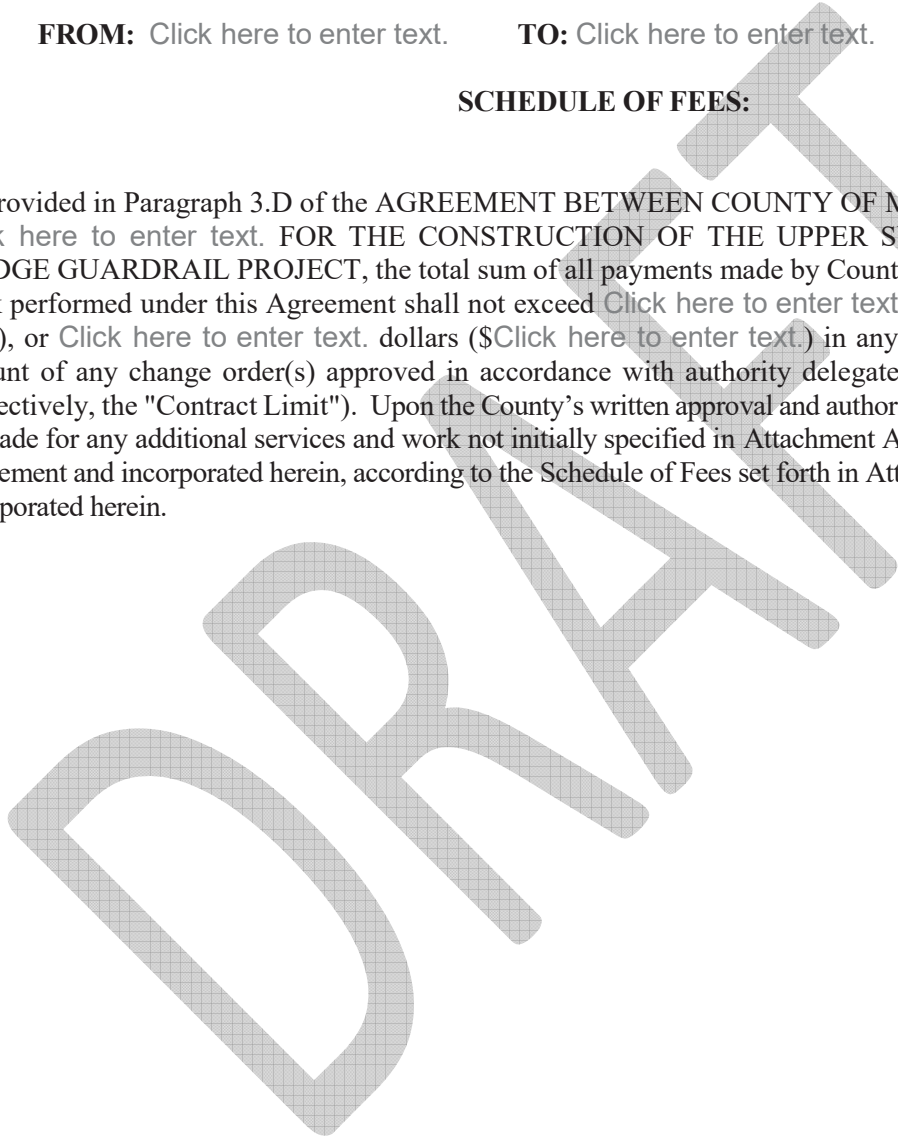
**AGREEMENT BETWEEN COUNTY OF MONO AND
Click here to enter text. FOR THE CONSTRUCTION OF THE
UPPER SUMMERS MEADOW ROAD BRIDGE
GUARDRAIL PROJECT**

TERM:

FROM: Click here to enter text. **TO:** Click here to enter text.

SCHEDULE OF FEES:

As provided in Paragraph 3.D of the AGREEMENT BETWEEN COUNTY OF MONO AND
Click here to enter text. FOR THE CONSTRUCTION OF THE UPPER SUMMERS MEADOW ROAD
BRIDGE GUARDRAIL PROJECT, the total sum of all payments made by County to Contractor for services and
work performed under this Agreement shall not exceed Click here to enter text. dollars (\$Click here to enter
text.), or Click here to enter text. dollars (\$Click here to enter text.) in any twelve-month period, plus the
amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors
(collectively, the "Contract Limit"). Upon the County's written approval and authorization to proceed, payment shall
be made for any additional services and work not initially specified in Attachment A: Scope of Work, attached to the
Agreement and incorporated herein, according to the Schedule of Fees set forth in Attachment B1, attached hereto and
incorporated herein.



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EXHIBIT 1

AGREEMENT BETWEEN COUNTY OF MONO AND Click here to enter text. FOR THE CONSTRUCTION OF THE UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL 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.

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- 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.
- 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 the event of a conflict between the Agreement (including any attachment or exhibit thereto); the Invitation for Bids and Instructions to Bidders; the Project Plans; the Technical Specifications; the 2015 State of California, Department of Transportation, Standard Specifications, Latest Edition; and the Quality Assurance Program (QAP), the Contractor shall immediately notify the County. The County shall have the sole discretion to decide resolve any such conflict by deciding which document or 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.
- E. 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.

NOTICE SHALL ADDITIONALLY BE PROVIDED TO THE FOLLOWING, OR AS FOLLOWS:

Public Utility Districts in each community where work will be performed
State of California Department of Transportation
Mono County Sheriff's Department
Southern CA Edison
Mono County Fire / Rescue Department
United States Forest Service

- F. 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.

3 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.

3.1 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.

3.2 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 either to 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 work 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 Government wide Debarment and Suspension (non-procurement)", 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-I.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 timeframes.

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 \$1000.00 per day, as liquidated damages, for each and every working 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 12-21 available at: <http://www.dot.ca.gov/hq/LocalPrograms/lpp/LPP04-09.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 COUNTY OF MONO AND [Click here to enter text.](#) FOR THE CONSTRUCTION OF THE UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL PROJECT

PREVAILING WAGES AS OF JULY 1, 2018

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 California Labor Code section 1771, 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 (Scope of Work) of this Agreement that constitute a public work.

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"). Pursuant to California Labor Code section 1773.2, 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 California Labor Code section 1777.5, 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. In addition, Contractor and/or any subcontractor under him employing a registered apprentice to perform services or work that constitute a public work shall comply with the remaining requirements and provisions of California Labor Code section 1777.5, a copy of which is included at the end of this Exhibit 2. The Contractor, as the prime contractor under any contract issued for the 2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT, shall be responsible for complying with California Labor Code section 1777.5 for all apprenticeable positions and workers employed by the Contractor.

D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to California Labor Code section 1775, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than Two Hundred dollars (\$200.00) 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 California Labor Code section 1775(b). In addition, Contractor and/or any subcontractor under him shall comply with and be subject to the remaining requirements and provisions of California Labor Code section 1775, a copy of which is included at the end of this Exhibit 2.

E. Payroll Records.

Pursuant to California Labor Code section 1776, 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 Attachment A (Scope of Work) 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.

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 Attachment A (Scope of Work) of this Agreement that constitute a public work.

H. Hours.

Pursuant to California Labor Code section 1810, 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 Attachment A (Scope of Work) of this Agreement that constitute a public work, is limited and restricted to eight (8) hours during any one (1) calendar day and 40 hours during any one (1) 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 Attachment A (Scope of Work) 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.

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 Attachment A (Scope of Work) 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 California Labor Code section 1812.

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code section 1813, Contractor, and any subcontractor 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 Attachment A (Scope of Work) of this Agreement, for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and 40 hours in any one calendar week.

L. Registration with DIR and Compliance Monitoring.

Pursuant to California Labor Code section 1725.5, unless subject to the limited exceptions stated in Labor Code section 1771.1, no contractor or subcontractor may be qualified or listed in a bid proposal 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

California Labor Code Section 1775:

(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 two hundred dollars (\$200) 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 forty dollars (\$40) 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 eighty dollars (\$80) 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 one hundred twenty dollars (\$120) 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) If 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.

(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 this section and Sections 1771, 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.

California Labor Code Section 1777.5:

(a) This chapter does not prevent the employment of properly registered apprentices upon public works.

(b) (1) 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.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(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) If 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) Before 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 supplying 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 if the contractor agrees to be bound by those standards. However, 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. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, 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 who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who 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 Administrator of Apprenticeship 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) If 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) (A) 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 Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) 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.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the

Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(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. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(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) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

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EXHIBIT 3

AGREEMENT BETWEEN COUNTY OF MONO AND
Click here to enter text. **FOR THE CONSTRUCTION OF THE**
UPPER SUMMERS MEADOW ROAD BRIDGE
GUARDRAIL 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 Director of the Department of Public Works 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 County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of 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 County within 35 days from the date of filing of the Notice of Completion. Sample bond forms are included on the following pages.

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SAMPLE PERFORMANCE BOND

WHEREAS, the County of Mono, acting by and through its Department of Public Works, has awarded to Contractor _____ [NAME], hereafter designated as the "Contractor", a contract for the work described as follows:

UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL PROJECT as described in the Project Manual.

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

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SAMPLE PAYMENT BOND

WHEREAS, The County of Mono, acting by and through its 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:

UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL PROJECT as described in the Project Manual.

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

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SAMPLE 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 UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL PROJECT such that it is free from defects in materials and workmanship for a period of one year commencing on _____ [DATE] (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

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EXHIBIT 4

AGREEMENT BETWEEN COUNTY OF MONO AND Click here to enter text. FOR THE CONSTRUCTION OF THE UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL PROJECT

INVOICING, PAYMENT AND RETENTION

3.E. (1). Invoicing and payment. Contractor shall submit to 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 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 (2) pages.

The progress of work shall initially be determined by Contractor, but must then be approved in writing by County. Additionally, the making of one or more (1+) progress payments shall not be construed as approval of the work performed by Contractor. Should Contractor submit an improper payment request, 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 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 Public Contract Code sections 9203 and 20104.50, County shall retain five percent (5%) of each progress payment until the Project is completed unless, at any time after fifty percent (50%) 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 Public Contract Code section 22300, Contractor may substitute securities for any moneys withheld by County to ensure performance under this Agreement or request 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 County records the Notice of Completion.

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SECTION III



TECHNICAL SPECIFICATIONS & CONSTRUCTION QUALITY ASSURANCE PROGRAM

Upper Summers Meadow Road Bridge Guardrail Project

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS
TECHNICAL SPECIFICATIONS
UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL PROJECT
Project No. 4005B

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1. Description of Work

The **UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL PROJECT** (hereinafter referred to as the project) is for the purpose of protecting the existing bridge structure and providing public safety for road users by installation of guardrails extending from bridge.

There may be other items of work not mentioned above that are required by the 2015 State of California, Department of Transportation, Standard Specifications, Latest Edition (hereinafter referred to as CT Specifications), or these Technical Specifications.

Project work shall conform to the plans, project specifications, including these Technical Specifications, and the CT Specifications)

5. Control of Work and Materials

General:

All work performed in connection with CONTROL OF WORK AND MATERIALS shall conform to the provisions in CT Specifications Section 13 "WATER POLLUTION CONTROL". Section 5, "CONTROL OF WORK," and Section 6, "CONTROL OF MATERIALS" and these Technical Specifications.

Submittals:

The Contractor shall provide an 'electronic file' of submittals for each of the following items to the Engineer:

1. Construction Schedule

The Engineer reserves the right to require additional submittals from the Contractor that are not specifically identified above. If so requested, the Contractor shall provide the Engineer with an 'electronic file' of any additional submittals.

Construction:

Work shall progress only after engineer's approval of the Construction Schedule Submittal.

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 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.

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:

Construction Schedule

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 designated on the Bid Sheets.

12. Water Pollution Control

General:

All work performed in connection with WATER POLLUTION CONTROL shall conform to the provisions in CT Specifications Section 13 WATER POLLUTION CONTROL, the plans and these Technical Specifications.

This project does not include any earth disturbing activities. Dust and sediment may be created by this project while cleaning the pavement surfaces. 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:

Fiber Roll must be certified seed proof.

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 may be required to have Fiber rolls available in the instance that a rainstorm is predicted while there is sediment on the paved surfaces.

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.

No vegetation shall be removed under this project.

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, materials (including fiber rolls, silt fences, geotextiles, 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:

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. 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 PROTECTION OF EXISTING FACILITIES, including but not limited to that resulting from construction, public traffic, or wind shall be considered as included in the prices paid for the various items of work involved, and no separate payment will be made 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.

Construction:

The Contractor shall perform necessary work to control dust at all times as required by regulation.

Debris collected shall be disposed legally, such as at landfill facility. **Payment:**

Full compensation for DUST CONTROL including but not limited to that resulting from construction, public traffic, or wind shall be considered as included in the prices paid for the various items of work involved, and no separate payment will be made therefor.

83. Railings and Barriers

General:

Specifications for constructing metal railings and barriers.

Materials:

Steel Parts and Hardware:

Welding must comply with AWS D1.1. Grind welds on exposed surfaces flush with the adjacent surfaces.

Galvanize completed steel parts and hardware for railings and three beam barrier under section 75-1.02B.

After galvanizing, the railing and barrier elements must be free of fins, abrasions, rough or sharp edges, and other surface defects and must not be kinked, twisted, or bent. If straightening is necessary, use an authorized method. Elements with kinks, twists, or bends

may be rejected.

Clean and regalvanize (1) abraded or damaged galvanized surfaces of steel rail elements and posts and (2) ends of steel rail elements cut after galvanizing. If authorized, you may make repairs to the surfaces under section 75-1.02B instead of regalvanizing.

If the radius of curvature of a rail element is 150 feet or less, shape the rail element in the shop. Stencil the radius of curvature on the back of each rail element in 2-1/2-inch-high numerals.

Rail elements, end caps, and return caps must comply with AASHTO M 180 for Class A, Type I, W-beam guardrail, except within 0.5 miles of the coast the components must comply with AASHTO M 180 for Class A, Type II, W-beam guardrail.

Bolts, nuts, and other fittings must comply with AASHTO M 180

Wood Posts and Blocks:

The grade and species of wood posts and blocks must be no. 1 timbers, also known as no. 1 structural, Douglas fir or no. 1 timbers Southern yellow pine. Wood posts and blocks must be graded under section 57-2.01B(2), except allowances for shrinkage after mill cutting must not exceed 5 percent of the American Softwood Lumber Standard, PS 20, minimum sizes when installed.

Wood posts and blocks must be rough or S4S. The size tolerance of rough sawn blocks in the direction of the bolt holes must not exceed $\pm 1/4$ inch.

After fabrication, the wood posts and blocks must be pressure treated under section 57-2.01 and AWWA U1, Use Category UC4A, Commodity Specification A.

Components for Connection to a Concrete Surface:

Components for connecting midwest guardrail systems to vertical concrete surfaces, such as bridge railings, barriers, retaining walls, and abutments, must comply with the following:

1. Metal box spacers and plate washers must be fabricated from steel complying with ASTM A36/A36M.
2. Metal box spacers must be fabricated from separate plates and welded or press-formed and welded.
3. HS bolts must comply with ASTM A325, A325M, or A449, or be fabricated from steel rods complying with ASTM A449. The bolts or rods must comply with the mechanical requirements in ASTM A325 or A325M after galvanizing. The nuts and washers must comply with ASTM A325 or A325M.
4. For connecting guardrail to existing bridge railings or barriers, the epoxy adhesive used in the sand and epoxy adhesive mixture for repairing spalled or damaged areas around the anchor bolt holes must be a 2-component, commercial-quality epoxy adhesive manufactured especially for making epoxy-sand mortar.

End Anchor Assembly and Rail Tensioning Assembly:

Section 83-2.02B(2) applies to end anchor assemblies and rail tensioning assemblies.

Concrete used to construct the anchors for end anchor assemblies must comply with the

specifications for minor concrete.

Fabricate the metal components of anchor assemblies in compliance with good shop practice.

Fabricate the anchor plates, metal plates, foundation tubes, and soil plates from steel complying with ASTM A36/A36M.

Fabricate the anchor rods from steel complying with ASTM A36/A36M, ASTM A572, or ASTM A576, Grade 1018, 1019, 1021, or 1026. Hot forge the eyes or form the eyes with CJP welds. After fabricating and before galvanizing, thermally stress relieve anchor rods with eyes that were formed with any part of the eye below 1,600 degrees F during forming or with eyes that were closed by welding. The completed anchor rod after galvanizing must develop a strength of 50,000 lb.

Instead of using built-up fabrication, you may press-form the anchor plates from steel plate with or without welded seams.

Bolts and nuts must comply with ASTM A307, unless otherwise described.

Anchor cables must be 3/4-inch, preformed 6 x 19 wire strand core or independent wire rope core, galvanized under Federal Specification RR-W-410, right regular lay, manufactured from improved plow steel with a minimum breaking strength of 23 tons. The overall length of each cable anchor assembly must be at least 6.5 feet.

Use cable clips and a cable thimble to attach the cable to the anchor rod where shown. Thimbles must be commercial-quality, galvanized steel. Cable clips must be commercial-quality, drop-forged, galvanized steel

Swaged fittings must be machined from hot-rolled steel bars complying with AISI C 1035 and annealed suitable for cold swaging. Galvanize the swaged fitting before swaging. To keep the stud in the proper position, drill a lock pin hole through the head of the swaged fitting and install a 1/4-inch plated steel spring pin. Stamp the manufacturer's identifying mark on the body of the swaged fitting.

Before galvanizing, mill a 3/8-inch slot in the stud end for the locking pin. Studs must comply with ASTM A449 after galvanizing.

Swaged fittings, stud, and nut assembly must develop the specified breaking strength of the cable.

Ship cable assemblies as a complete unit, including studs and nuts.

Clevises must be drop-forged galvanized steel and must develop the specified breaking strength of the cable.

For anchor rods to be buried in earth, coat the portions to be buried with a 20-mil minimum thickness of one of the following:

1. Coal tar enamel complying with AWWA C 203
2. Coal tar epoxy complying with either of the following:
 - 2.1. SSPC-Paint 16, Coal Tar Epoxy-Polyamide Black Paint
 - 2.2. U.S. Army Corps of Engineers Specifications, Formula C-200a, Coal Tar-Epoxy (Black) Paint

Type WB-31 Transition Railing

Ten-gauge rail elements must comply with AASHTO M 180 for Class B, Type I, three beam element, except within 0.5 miles of the coast the 10-gauge rail elements must comply with AASHTO M 180 for Class B, Type II, three beam element.

Other rail elements and end caps must comply with AASHTO M 180 for Class A, Type I, three beam element, except within 0.5 miles of the coast the rail elements and end caps must comply with AASHTO M 180 for Class A, Type II, three beam element.

Posts:

Place the posts at equal intervals, except you may space the end posts closer to the adjacent posts if authorized.

Drive wood posts with or without pilot holes, or place the posts in drilled holes. Backfill any space around the wood posts with selected earth that is free of rock. Place the earth in 4-inch-thick layers. Moisten and thoroughly compact each layer.

End Anchor Assembly:

Place the concrete for end anchors for Type CA end anchor assemblies against the undisturbed material of the excavated holes. If ordered, form the top 12 inches of the holes.

Tighten the anchor cables for Type CA end anchor assemblies after the concrete anchor has cured for at least 5 days.

Backfill the holes excavated in the slope to construct buried post end anchors with selected earth. Place the earth in layers approximately 1 foot thick. Moisten and thoroughly compact each layer.

Rail Elements

The edges and center of the rail elements must contact each post block.

Splice the rail elements at 12.5-foot maximum intervals. Locate the splices at midspan between posts, unless otherwise shown.

Rail element splices must be lapped at least 12-1/2 inches and bolted.

Lap the rail elements such that the exposed ends do not face approaching traffic.

The rail elements must have full bearing at joints.

Install end caps and return caps under the manufacturer's instructions.

Construction:

At locations exposed to traffic, schedule construction activities such that at the end of each day no post holes are open and no posts are installed without the blocks and rail elements assembled and mounted.

After constructing railings, dispose of surplus excavated material uniformly along the adjacent roadway at authorized locations except as specified in section 14-11.

For midwest guardrail systems and thrie beam barrier, install posts, foundation tubes, and soil plates in soil.

Workmanship for steel components and hardware must be equivalent to good commercial practice. Edges, bolt holes, and surfaces must be free of torn metal, burrs, sharp edges, and protrusions.

Fabricate the metal work in the shop. Do not punch, cut, or weld in the field.

Railing parts must be interchangeable with similar parts, regardless of the source.

Submittals:

Manufacturer's specifications for all products.

Payment:

Payment shall be per each item and shall include everything required for the complete in-place installation of each guardrail item, including but not limited to shipping, railing, posts, end anchor assemblies, concrete, cables, hardware, excavation, installation, backfilling, compaction, and labor.

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 IAP.
- 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 OF 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 the records.



APPROVED BY:
70926

Garrett Higerd

(Signature)

Date: July 17, 2014

(Date Signed)

Garrett Higerd

(Print)

C70926 Exp Jun 30, 2017

(CE# and Expiration Date)

TITLE Assistant Public Works Director

(Print)

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UPPER SUMMERS MEADOW ROAD BRIDGE

GUARDRAIL INSTALLATION PLAN

MONO COUNTY DEPARTMENT OF PUBLIC WORKS

SHEET INDEX

1. COVER SHEET
2. GUARDRAIL PLAN
3. GUARDRAIL DETAILS
4. GUARDRAIL DETAILS

GRADING AND SITEWORK SPECIFICATIONS

GENERAL:

1. CONTRACTOR SHALL PERFORM PROJECT ACTIVITIES IN CONFORMANCE WITH MONO COUNTY ORDINANCES AND STANDARDS AND THE CONDITIONS OF APPROVAL OF APPLICABLE GRADING AND ENCROACHMENT PERMITS ISSUED BY MONO COUNTY DEPARTMENT OF PUBLIC WORKS.
2. ALL WORK SHALL CONFORM TO THESE PLANS, SPECIFICATIONS, MONO COUNTY STANDARDS, AND THE "STANDARD SPECIFICATIONS" (JULY 2015 EDITION) ISSUED BY THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS). IN THE EVENT OF A CONFLICT BETWEEN THE PRECEDING DOCUMENTS, THE MOST STRINGENT SHALL PREVAIL.
3. CONTRACTOR SHALL CONDUCT ALL GRADING OPERATIONS IN CONFORMANCE WITH THE CONSTRUCTION SAFETY ORDERS OF THE STATE OF CALIFORNIA, DEPARTMENT OF INDUSTRIAL RELATIONS, DIVISION OF INDUSTRIAL SAFETY. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF GENERAL OSHA STANDARDS FOR THE PROTECTION OF WORKMEN AND THE GENERAL PUBLIC.
4. CONTRACTOR SHALL CALL USA ALERT AT (800) 642-2444 AT LEAST 48 HOURS PRIOR TO STARTING WORK. UTILITIES SHOWN ON THESE PLANS ARE LOCATED BASED ON AVAILABLE RECORDS AND FIELD MEASUREMENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXACT LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
5. ANY EVIDENCE OF THE HISTORICAL PRESENCE OF MAN FOUND DURING CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE MONO COUNTY PLANNING DEPARTMENT AND ALL CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL AUTHORIZED BY THAT DEPARTMENT.
6. CONTRACTOR SHALL CONTACT THE MONO COUNTY DEPARTMENT OF PUBLIC WORKS AT (760) 932-5440 TO ARRANGE A PRE-CONSTRUCTION MEETING AT THE PROJECT SITE PRIOR TO COMMENCING SITE ACTIVITIES.
7. TO REQUEST SERVICE OR INSPECTION, CONTRACTOR SHALL NOTIFY THE FOLLOWING COMPANIES OR AGENCIES AT LEAST 48 HOURS IN ADVANCE.

INSPECTION: DESIGNATED CONTRACT INSPECTOR	CONSTRUCTION STAKING: TRIAD/HOLMES ASSOC. (760) 934-7588	SOILS TESTING: SIERRA GEOTECHNICAL SERVICES (760) 934-3992
---	--	--
8. CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE HOURS OF 7:00 AM TO 8:00 PM MONDAY THROUGH SATURDAY (NO OPERATIONS ALLOWED ON SUNDAY). CONTRACTOR SHALL KEEP NOISE LEVELS OF CONSTRUCTION EQUIPMENT TO A MINIMUM, USING SOUND MUFFLING DEVICES IN ACCORDANCE WITH PREVAILING REQUIREMENTS. SITE PREPARATION AND CONSTRUCTION SHALL BE CONDUCTED SO AS TO MINIMIZE EXCESSIVE NOISE, DUST, DEBRIS AND DISTURBANCE TO NEIGHBORS WITHIN 500 FEET.
9. THE LIMITS OF CONSTRUCTION SPECIFIED ON THESE PLANS SHALL BE CAREFULLY AND FULLY FLAGGED PRIOR TO START OF CONSTRUCTION IN A MANNER TO PREVENT DAMAGE TO VEGETATION AND DISTURBANCE TO SOILS OUTSIDE THE CONSTRUCTION AREA. SITE-DISTURBING ACTIVITIES SHALL BE RESTRICTED TO THE IDENTIFIED BOUNDARIES OF THE PROJECT.
10. RESTRICTIONS ON THE MOVEMENTS OF HEAVY EQUIPMENT SHALL BE ACCOMPLISHED THROUGH THE ESTABLISHMENT OF DESIGNATED TRAVEL ROUTES AND BARRIERS WHICH PREVENT CUTTING, SCARRING AND ROOT DAMAGE TO TREES AND SHRUBS NOT BEING REMOVED.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR, AND WILL BEAR THE COST OF, RESETTling ANY SURVEY STAKES OR MONUMENTS DESTROYED BY HIS OPERATIONS.

GRADING:

12. AREAS TO BE GRADED SHALL BE CLEARED OF BRUSH, VEGETATION, LARGE BOULDERS, AND OTHER DELETERIOUS MATERIALS. WASTE MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR TO A LOCATION APPROVED AND PERMITTED TO RECEIVE SUCH MATERIAL.
13. TOPSOIL REMOVED DURING CLEARING ACTIVITIES SHALL BE STOCKPILED WITHIN THE APPROVED LIMITS OF CONSTRUCTION FOR RE-APPLICATION TO SLOPES AND DISTURBED AREAS UPON PROJECT COMPLETION. STOCKPILE LOCATION SHALL BE IN ACCORDANCE WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP), IF APPLICABLE.
14. SURPLUS OR WASTE MATERIAL SHALL NOT BE PLACED IN DRAINAGE WAYS.
15. CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO CONTROL DUST IN CONSTRUCTION AREAS AND ON SITE ACCESS ROADS. SUFFICIENT WATER WILL BE MADE AVAILABLE FOR DUST CONTROL PURPOSES. ALL EXPOSED SOIL SURFACES WILL BE MOISTENED AS REQUIRED TO AVOID NUISANCE CONDITIONS AND INCONVENIENCES FOR LOCAL RESIDENTS, BUSINESSES, AND TRAVELERS OF NEARBY ROADWAYS.
16. FINAL CUT AND FILL SLOPES SHALL NOT EXCEED A STEEPNESS OF 2:1 UNLESS OTHERWISE NOTED ON THESE PLANS. REFER TO GCSI REPORT OF FOUNDATION AND EARTHWORK RECOMMENDATIONS FOR STABILIZING TEMPORARY EXCAVATIONS.
17. FINISHED GRADES IN ALL AREAS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS. NO AREAS SHALL BE LEFT SUCH THAT A PONDING CONDITION OCCURS, EXCEPT WHERE NOTED.

EROSION CONTROL:

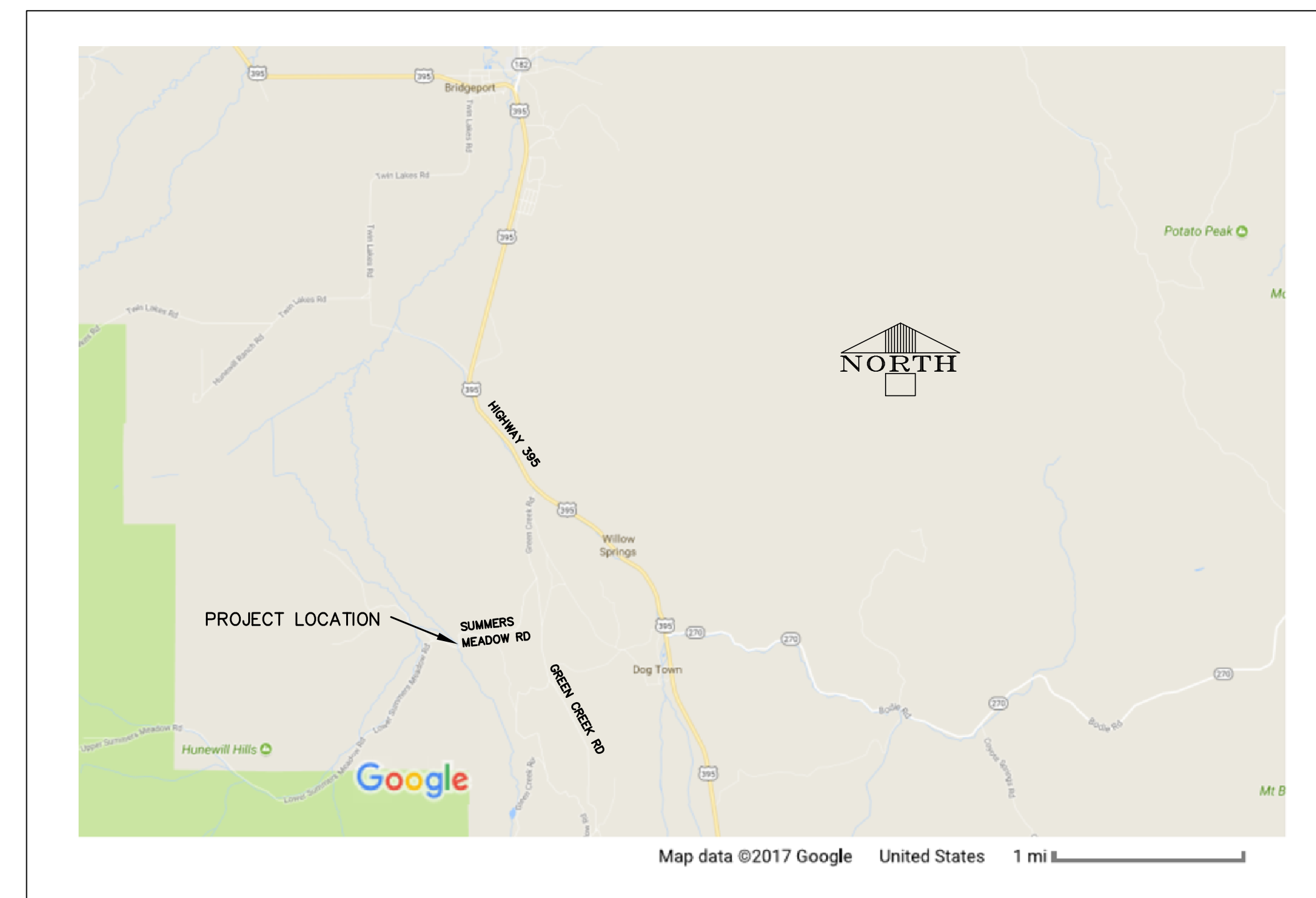
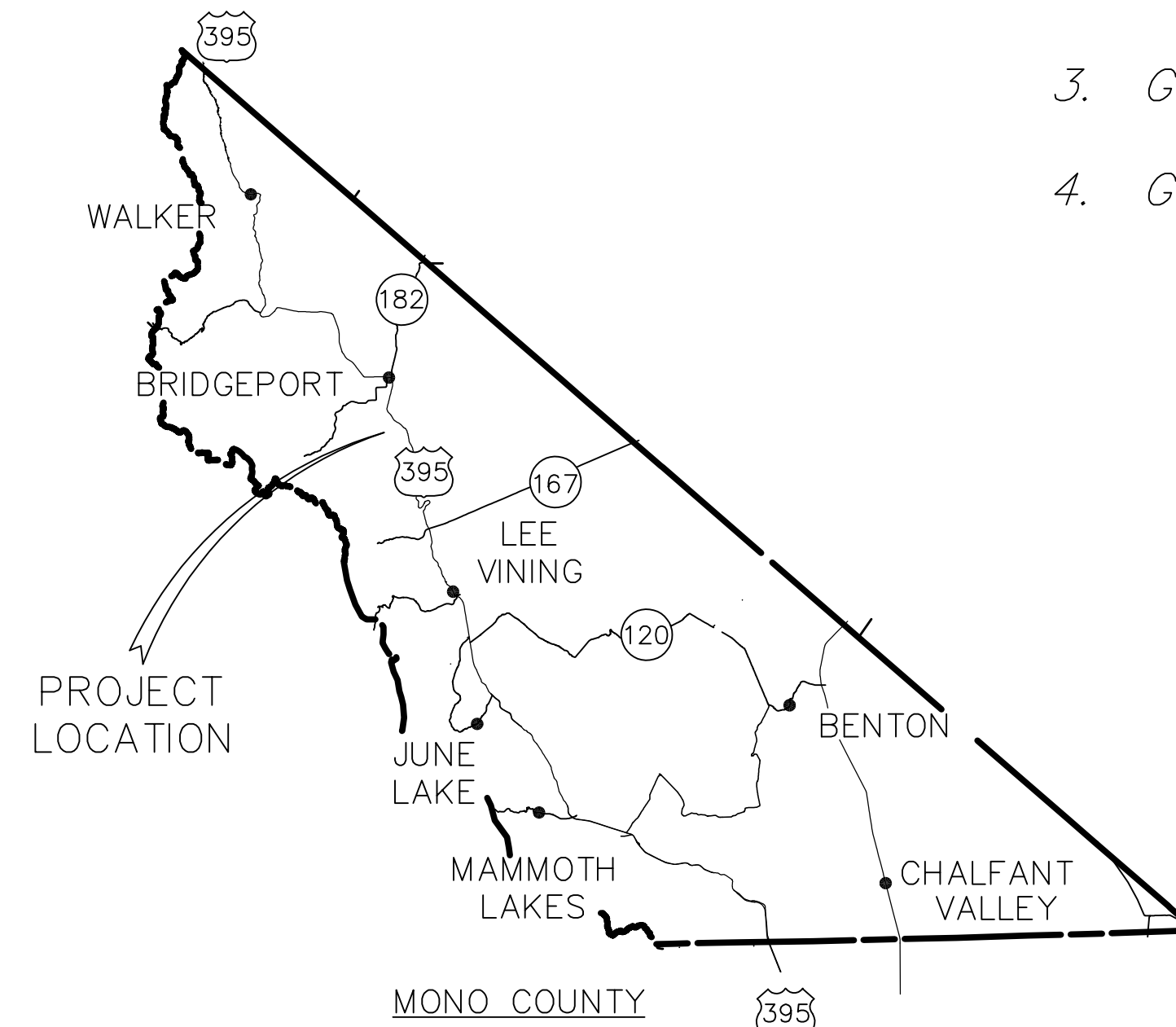
18. CONSTRUCTION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND/OR REPORT OF WASTE DISCHARGE, AS APPLICABLE. STOCKPILED MATERIALS AND EQUIPMENT STORAGE AREAS SHALL BE LOCATED AS SPECIFIED IN THE APPROVED REPORT. TEMPORARY EROSION CONTROL FACILITIES SHALL BE IN PLACE PRIOR TO COMMENCING ANY GRADING OPERATIONS. UPON COMPLETION OF CONSTRUCTION, PERMANENT EROSION CONTROL FACILITIES SHALL BE PLACED AS DESIGNATED IN THE APPROVED REPORT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN A COPY OF THE SWPPP ON SITE.

19. DURING CONSTRUCTION, TEMPORARY EROSION CONTROL MEASURES SUCH AS BERMS, SILT FENCES, FIBER ROLLS, EROSION CONTROL BLANKETS, OR OTHER METHODS SHALL BE INSTALLED AS NECESSARY TO PREVENT DISCHARGE OF EARTHEN MATERIALS FROM THE SITE DURING PERIODS OF PRECIPITATION OR RUNOFF. SIMILAR MEASURES SHALL BE INSTALLED ON OR AROUND ANY SOIL STOCKPILE LOCATED ADJACENT TO PUBLIC ROADWAYS, RESIDENCES, OR BUSINESSES, IN THE VICINITY OF BODIES OF WATER, OR WHEN REMAINING ON-SITE FOR AN EXTENDED PERIOD.
20. CONTRACTOR SHALL TAKE ALL SUCH MEASURES NECESSARY TO RETAIN SOIL AND SEDIMENT ON-SITE AND TO PREVENT TRACKING OF MUD AND DIRT ONTO PUBLIC ROADWAYS.
21. ALL EXPOSED SOIL SURFACES TO REMAIN SHALL BE STABILIZED AND/OR RESEEDED IN ACCORDANCE WITH AN APPROVED LANDSCAPE PLAN OR AN APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP), AS APPLICABLE. IN THE EVENT NEITHER DOCUMENT IS REQUIRED BY MONO COUNTY OR THE LAHONTAN REGIONAL WATER QUALITY CONTROL BOARD, STOCKPILED TOPSOIL SHALL BE SPREAD EVENLY TO A DEPTH OF 6 INCHES MINIMUM OVER SLOPES AND DISTURBED AREAS AND SEEDED TO PREVENT EROSION WITH THE FOLLOWING MIXTURE AND APPLICATION RATES:

HARD FESCUE GRASS	● 20 LB./ACRE
LUPIN	● 5 LB./ACRE
CRESTED WHEAT GRASS	● 20 LB./ACRE
SAGEBRUSH	● 5 LB./ACRE
PUBESCENT WHEAT GRASS	● 20 LB./ACRE
22. SEEDDED SLOPES SHALL BE PROTECTED BY INSTALLATION OF AN EROSION CONTROL BLANKET, "NORTH AMERICAN GREEN SC150", OR APPROVED EQUAL, SECURED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
23. AT NO TIME SHALL THE CONTRACTOR DEWATER THE PROJECT SITE BY PUMPING INTO BODIES OF WATER, STORM DRAINS, OR A SUBDRAIN SYSTEM.

MATERIALS:

24. CONTRACTOR SHALL CONTACT MONO COUNTY DEPARTMENT OF PUBLIC WORKS TO SCHEDULE FIELD OBSERVATION PRIOR TO BACKFILLING ANY UTILITY TRENCH OR CULVERT AND PRIOR TO PAVING OR INSTALLATION OF CONCRETE.
25. COMPACTION TESTING SHALL BE PERFORMED BY THE GEOTECHNICAL ENGINEER OR TESTING FIRM IDENTIFIED IN THESE SPECIFICATIONS ON EACH LIFT OF FILL. ALL COMPACTION TESTS REQUIRED BY THESE SPECIFICATIONS SHALL BE PERFORMED PURSUANT TO ASTM D-1557 (MOST RECENT EDITION). SHOULD ANY COMPACTION TEST FAIL TO MEET THE SPECIFIED MINIMUM DENSITY, THE DEFICIENCY SHALL BE CORRECTED AT THE EXPENSE OF THE CONTRACTOR PRIOR TO ANY ADDITIONAL WORK.
26. BOTTOM SUBGRADE IN AREAS TO RECEIVE FILL SHALL BE SCARIFIED, MOISTURE-CONDITIONED, AND COMPACTED TO A MINIMUM OF 90% OF THE MATERIAL'S MAXIMUM DRY DENSITY FOR THE UPPER 12 INCHES.
27. STRUCTURAL FILL MATERIAL (ROAD AND ABUTMENTS) SHALL BE PLACED IN MAXIMUM 8-INCH LIFTS AND COMPACTED TO A MINIMUM OF 90% OF THE MATERIAL'S MAXIMUM DRY DENSITY. SUBGRADE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY FOR THE UPPER 12 INCHES. EXISTING SLOPES OF 5:1 OR STEEPER TO RECEIVE FILL SHALL BE KEYED WITH EQUIPMENT-WIDTH BENCHES PRIOR TO COMPACTION AND FILL PLACEMENT.
28. EARTHEN MATERIAL IMPORTED OR EXCAVATED ON THE PROPERTY MAY BE UTILIZED IN THE FILL, PROVIDED THAT EACH MATERIAL HAS BEEN DETERMINED TO BE SUITABLE BY THE GEOTECHNICAL ENGINEER. ALL FILL MATERIAL SHALL BE FREE OF ROCKS GREATER THAN 4 INCHES IN DIAMETER AND ORGANIC DELETERIOUS MATERIAL. SOILS OF POOR GRADATION, EXPANSION POTENTIAL, OR STRENGTH CHARACTERISTICS SHALL BE PLACED IN AREAS DESIGNATED BY THE ENGINEER OR SHALL BE MIXED WITH OTHER SOILS TO SERVE AS SATISFACTORY FILL MATERIAL AS DETERMINED BY THE GEOTECHNICAL ENGINEER.
29. AGGREGATE BASE SHALL BE CLASS 2, 3/4-INCH MAXIMUM GRADING, AND CONFORM TO THE PROVISIONS OF SECTION 26, "AGGREGATE BASES" OF THE 2015 CALTRANS "STANDARD SPECIFICATIONS". ASPHALT GRINDINGS, APPROVED BY THE COUNTY, MAY BE SUBSTITUTED FOR AGGREGATE BASE. AGGREGATE BASE AND ASPHALT GRINDINGS SHALL BE MOISTURE-CONDITIONED AND COMPACTED TO A MINIMUM OF 95% OF THE MATERIAL'S MAXIMUM DENSITY.



VICINITY MAP

ABBREVIATIONS

AB	AGGREGATE BASE	GB	GRADE BREAK
AC	ASPHALT CONCRETE	HP	HIGH POINT
BTM	BOTTOM	INV	INVERT
BVC	BEGIN VERTICAL CURVE	LP	LOW POINT
CMP	CORRUGATED METAL PIPE	NTS	NOT TO SCALE
CY	CUBIC YARDS	OC	ON CENTER
EG	EXISTING GRADE	PVC	POLYVINYL CHLORIDE
ELEV	ELEVATION	PVI	POINT OF VERTICAL INTERSECTION
EVC	END VERTICAL CURVE	STA	STATION
EXIST	EXISTING	SDP	STORM DRAIN PIPE
FG	FINISH GRADE	TC	TOP OF CURB
FL	FLOW LINE	TYP	TYPICAL
FS	FINISH SURFACE	TW	TOP OF WALL
FTG	FOOTING		

PROJECT CONTROL

TOPOGRAPHIC INFORMATION PROVIDED BY TRIAD HOLMES ASSOCIATES, INC., JUNE 26, 2017. ELEVATIONS SHOWN ARE BASED ON NAVD 88, AS ESTABLISHED FROM OPUS SOLUTION.

LEGEND

— — — — —	PROPOSED ROAD CENTERLINE	12" P	EXISTING TREE TYPE & SIZE P=PINE/AS=ASPEN
— · — · — · —	EDGE OF WATER AT TIME OF SURVEY	8865	EXISTING GROUND CONTOUR & ELEV.
— — —	EXISTING EDGE OF PAVEMENT	8870	PROPOSED GROUND CONTOUR & ELEV.
— x — x —	BARB WIRE FENCE	TBM	TEMPORARY BENCHMARK PER NAVD 88: ELEVATIONS AND DESCRIPTIONS (NORTHING, EASTING) AS NOTED ON PLAN.
— 4"SD —	4" STORM DRAIN		
116.54	EXISTING GROUND SPOT ELEVATION		

DATE									
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MONO COUNTY
DEPARTMENT OF PUBLIC WORKS
74 NORTH SCHOOL STREET
BRIDGEPORT, CA 93517
760 932-5440

County of Mono - Department of Public Works
UPPER SUMMER MEADOWS ROAD BRIDGE
GUARDRAIL INSTALLATION PLAN
 NOTES AND SITEWORK SPECIFICATIONS

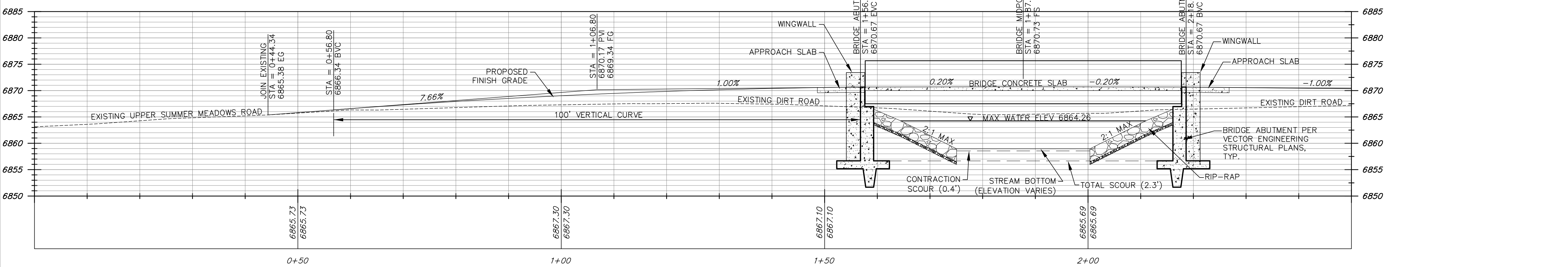
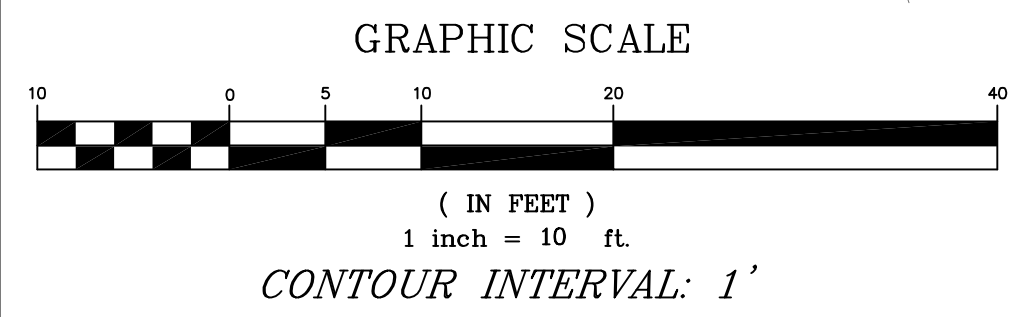
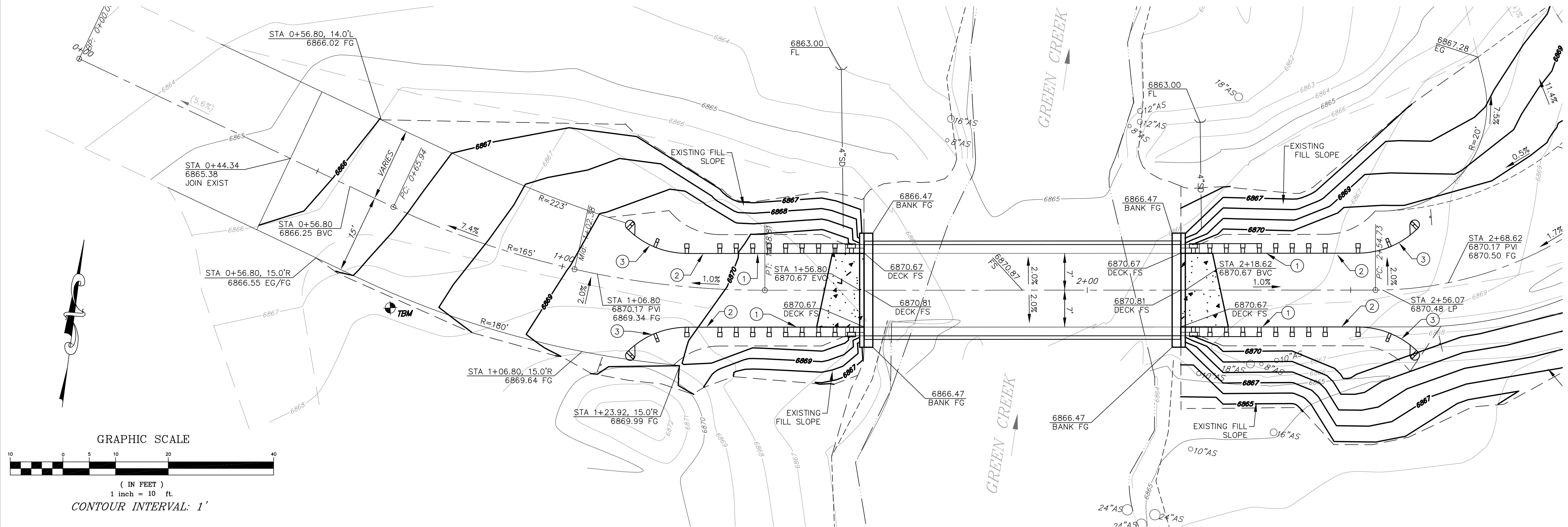


Drawn By: CS
DATE: 6/12/18
SCALE: NONE
SHEET: 1 of 4

CONSTRUCTION NOTES

- ① INSTALL MIDWEST GUARDRAIL TRANSITION RAILING PER CALTRANS STANDARD PLAN A77U4 ON SHEET 3. CONNECT TO BRIDGE WINGWALL PER CALTRANS STANDARD PLAN A77U3 ON SHEET 3.
- ② INSTALL MIDWEST GUARDRAIL (6'3" LENGTH) PER CALTRANS STANDARD PLAN A77L1 ON SHEET 3.
- ③ INSTALL VERMONT END SECTION PER DETAIL AND CALTRANS STANDARD PLAN A77S1 ON SHEET 4.

NOTE: ALL GUARDRAIL SECTIONS AND HARDWARE SHALL BE COLORED TO A MOTTELED, NATURAL BROWN FINISH USING NATINA PRODUCTS REACTIVE COLOR TREATMENT FOR GALVANIZED METAL.



UPPER SUMMERS MEADOW ROAD - WEST APPROACH

HORIZONTAL SCALE: 1"=10'
VERTICAL SCALE: 1"=10'

REVISIONS	DATE

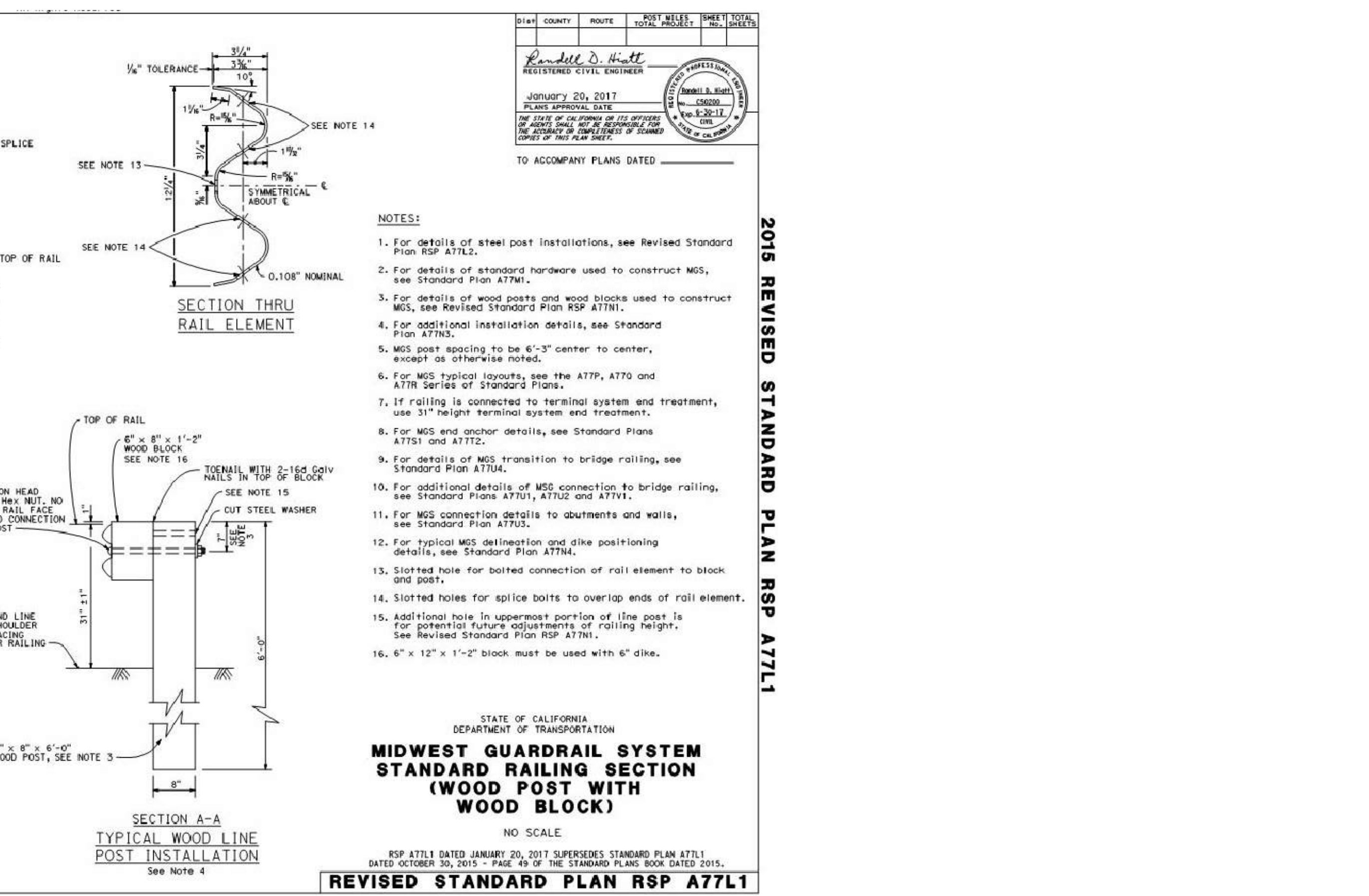
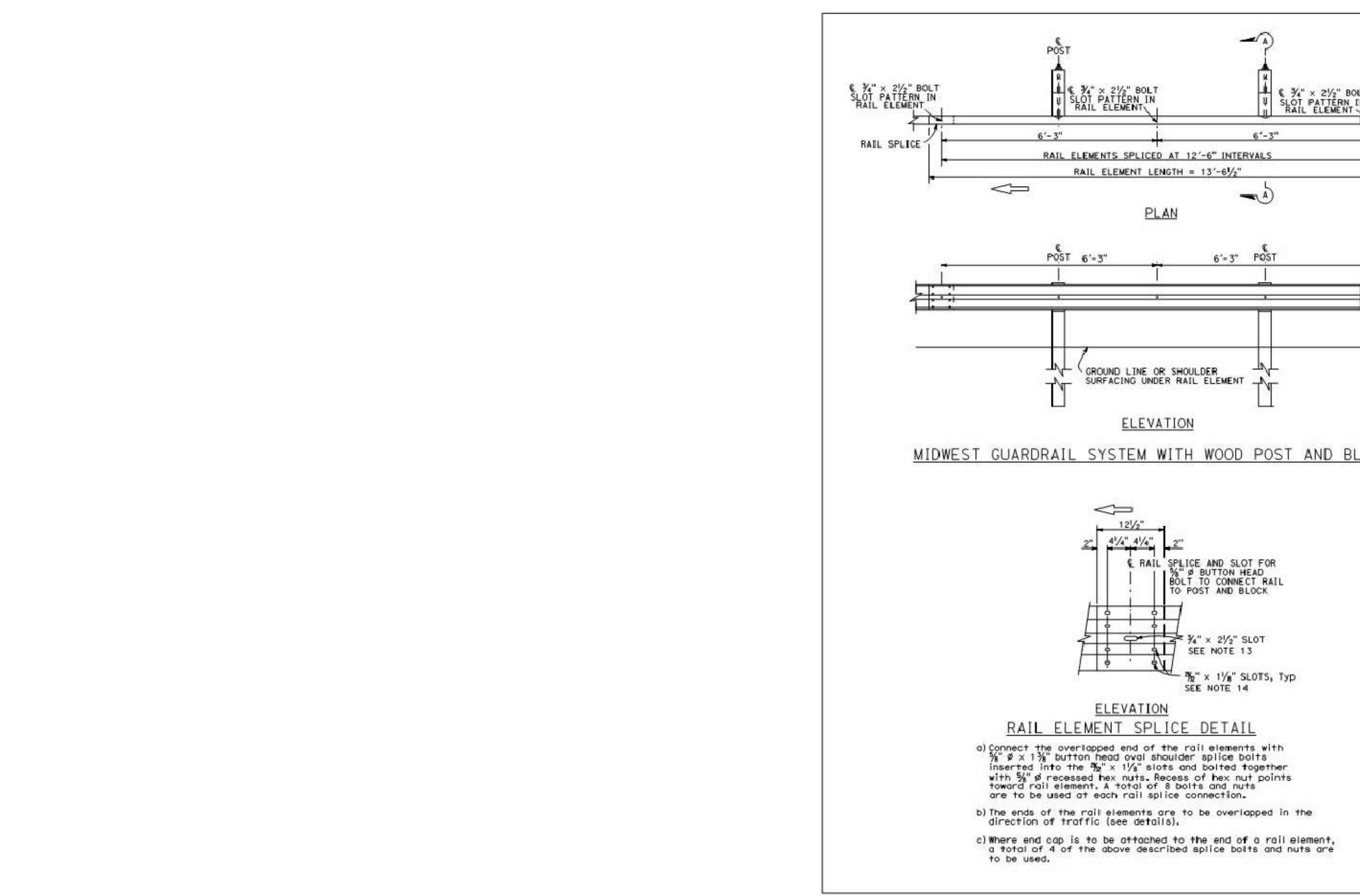
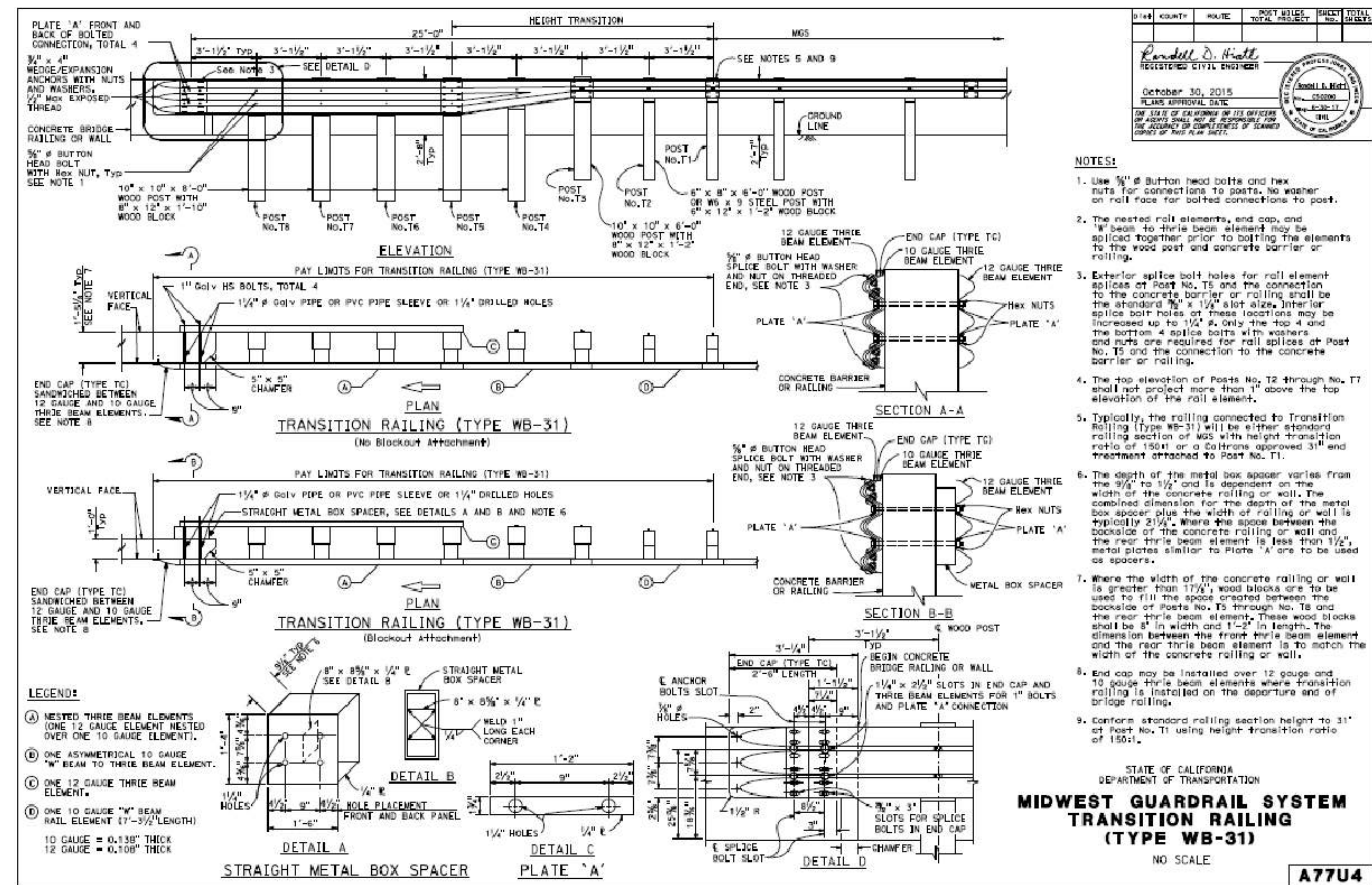
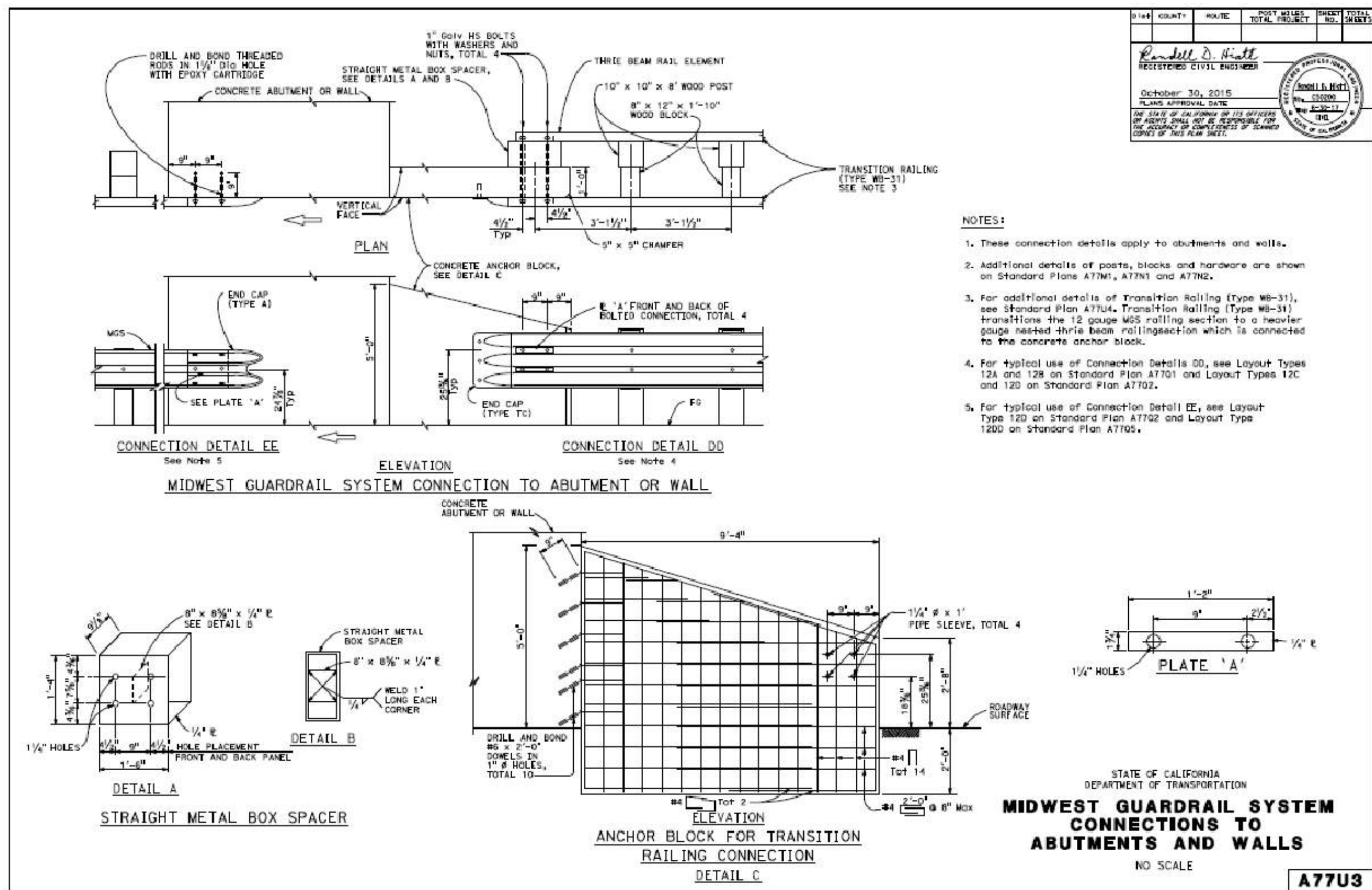


MONO COUNTY
DEPARTMENT OF PUBLIC WORKS
74 NORTH SCHOOL STREET
BRIDGEPORT, CA 93517
760 932-5440

County of Mono - Department of Public Works
UPPER SUMMER MEADOWS ROAD BRIDGE
GUARDRAIL PLAN
EAST AND WEST APPROACH



Drawn By: CS
DATE: 4/20/18
SCALE: 1" = 10'
SHEET: 2 of 4



DATE: _____

COUNTY OF MONO CALIFORNIA

MONO COUNTY
DEPARTMENT OF PUBLIC WORKS
74 NORTH SCHOOL STREET
BRIDGEPORT, CA 93517
760 932-5440

County of Mono - Department of Public Works

UPPER SUMMER MEADOWS ROAD BRIDGE

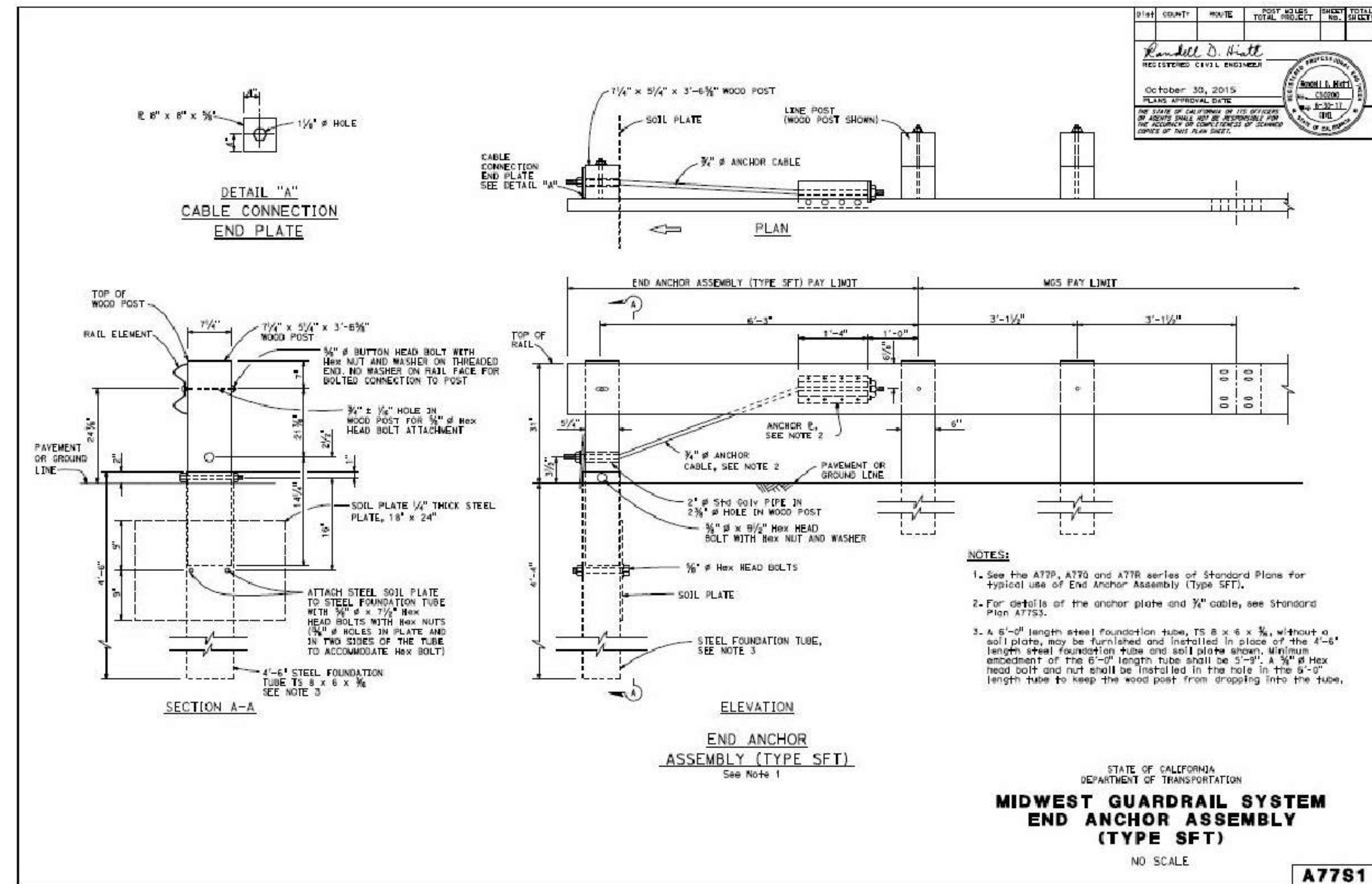
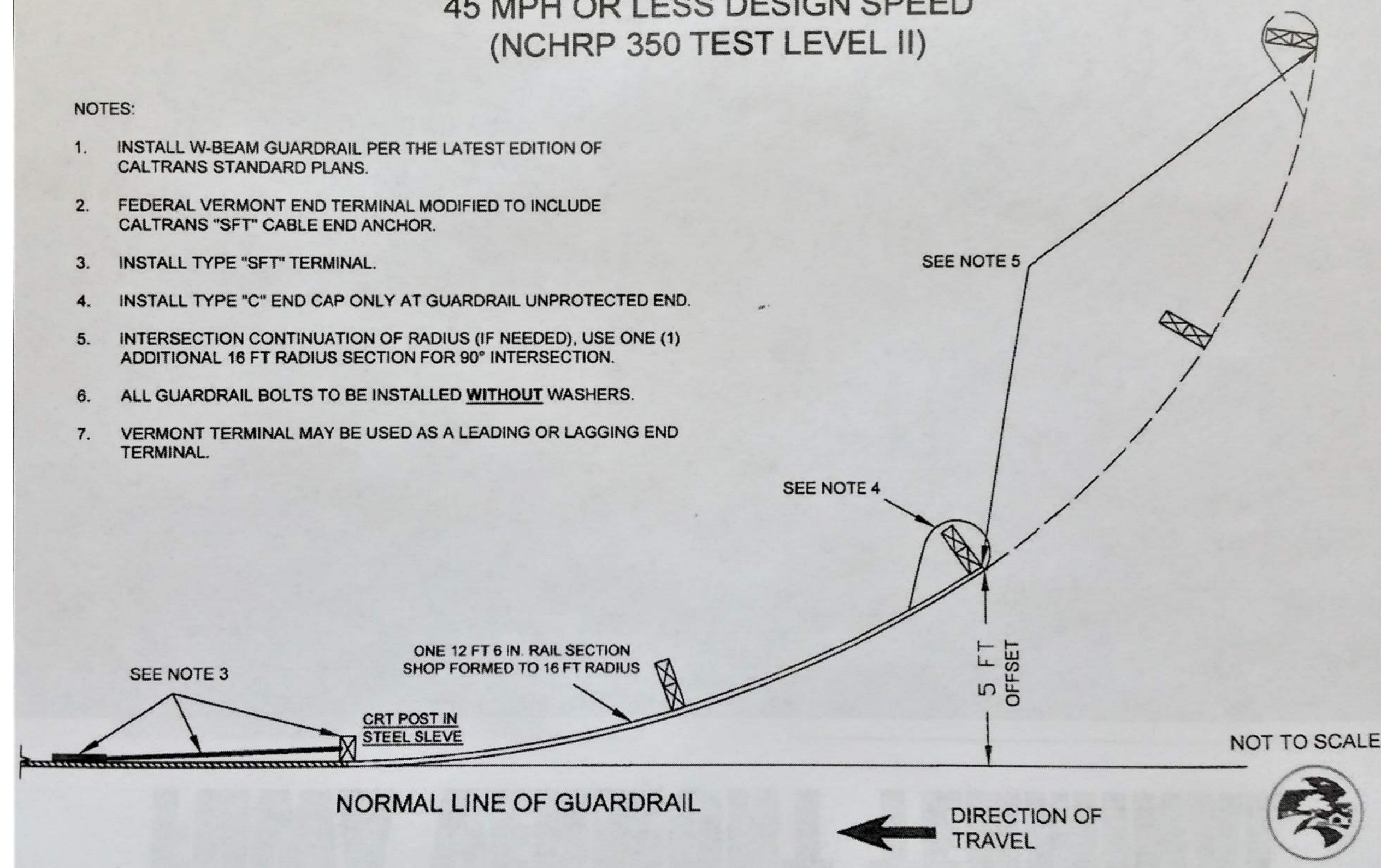
GUARDRAIL DETAILS

PAUL EDWARD ROYER
REGISTERED PROFESSIONAL ENGINEER
56891
STATE OF CALIFORNIA

**FEDERAL VERMONT END TERMINAL (MODIFIED)
45 MPH OR LESS DESIGN SPEED
(NCHRP 350 TEST LEVEL II)**

NOTES:

1. INSTALL W-BEAM GUARDRAIL PER THE LATEST EDITION OF CALTRANS STANDARD PLANS.
2. FEDERAL VERMONT END TERMINAL MODIFIED TO INCLUDE CALTRANS "SFT" CABLE END ANCHOR.
3. INSTALL TYPE "SFT" TERMINAL.
4. INSTALL TYPE "C" END CAP ONLY AT GUARDRAIL UNPROTECTED END.
5. INTERSECTION CONTINUATION OF RADIUS (IF NEEDED), USE ONE (1) ADDITIONAL 16 FT RADIUS SECTION FOR 90° INTERSECTION.
6. ALL GUARDRAIL BOLTS TO BE INSTALLED WITHOUT WASHERS.
7. VERMONT TERMINAL MAY BE USED AS A LEADING OR LAGGING END TERMINAL.



2015 STANDARD PLAN A7781

County of Mono - Department of Public Works

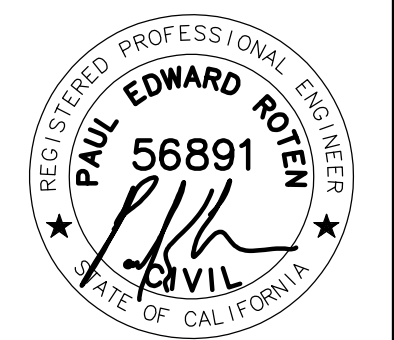
UPPER SUMMER MEADOWS ROAD BRIDGE

GUARDRAIL DETAILS

DATE	
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MONO COUNTY
DEPARTMENT OF PUBLIC WORKS
74 NORTH SCHOOL STREET
BRIDGEPORT, CA 93517
760 932-5440



Drawn By: CS
DATE: 4/20/18
SCALE: NONE
SHEET: 4 of 4



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 17, 2018

TIME REQUIRED

SUBJECT Closed Session - Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, Dave Butters, Janet Dutcher, and Anne Larsen. 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), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 17, 2018

TIME REQUIRED

SUBJECT Closed Session - Initiation of
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. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: Two.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)
No Attachments Available

History

Time	Who	Approval
7/11/2018 10:21 AM	County Administrative Office	Yes
7/11/2018 10:14 AM	County Counsel	Yes
7/11/2018 10:53 AM	Finance	Yes