



# AGENDA

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

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

**Regular Meeting  
October 18, 2022**

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### TELECONFERENCE INFORMATION

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

Teleconference locations will be available to the public:

1. First and Second Meetings of Each Month in the Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;
2. Third Meeting of Each Month in the Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA. 93517;
3. Zoom Webinar.

Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/89857612749> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 898 5761 2749. To provide public comment, press the "Raise Hand" button on your screen.

To join the meeting by telephone: Dial (669) 900-6833, then enter Zoom Webinar ID 898 5761 2749. To provide public comment, press \*9 to raise your hand and \*6 to mute/unmute.

If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting: [http://monocounty.granicus.com/MediaPlayer.php?publish\\_id=fd043961-041d-4251-a6e8-803b439caa17](http://monocounty.granicus.com/MediaPlayer.php?publish_id=fd043961-041d-4251-a6e8-803b439caa17)

**NOTE:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in

this meeting, please contact the Clerk of the Board at (760) 932-5530 or bos@mono.ca.gov. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

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

**2. RECOGNITIONS**

**A. Proclamation Designating the Month of October 2022 Domestic Violence Awareness Month**

Departments: Clerk of the Board

10 minutes

(Leslie Gaunt, Wild Iris Board Chair, Kyle Osland, Adult Program Services Manager, and Annette Apalatea, Family Services Program Manager.) - Proclamation designating the month of October 2022 as Domestic Violence Awareness Month.

**Recommended Action:** Approve proclamation designating the month of October 2022 as Domestic Violence Awareness Month.

**Fiscal Impact:** None.

**3. COUNTY ADMINISTRATIVE OFFICER**

CAO Report regarding Board Assignments

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

**4. DEPARTMENT/COMMISSION REPORTS**

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

**5. CONSENT AGENDA**

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

**A. Board Minutes**

Departments: Clerk of the Board

Approval of the Board Minutes from July 12, 2022, Regular Meeting of the Board of Supervisors.

**Recommended Action:** Approve the Board Minutes from July 12, 2022, Regular Meeting of the Board of Supervisors.

**Fiscal Impact:** None.

**B. Revised Signature Authority for Agreements with State Entities for the Construction of the Mono County Jail in Bridgeport**

Departments: Public Works

With Senate Bill (SB) 844, Mono County was awarded \$25,000,000 to assist in replacing the Mono County Jail in Bridgeport with an adequate facility to serve the County's needs (the "Project"). The use of the awarded SB 844 funds requires Mono County to enter into numerous agreements with state entities. This resolution identifies the signature authority as the Chief Administrative Officer.

**Recommended Action:** Adopt proposed resolution R22-\_\_.

**Fiscal Impact:** None.

**C. Memorandum of Understanding with California Department of Social Services (CDSS) for Access to The Work Number System**

Departments: Social Services

Memorandum of Understanding to allow the California Department of Social Services to provide Mono County access to The Work Number, an online employment and wage verification system for the purpose of determining eligibility in the California Work Opportunity and Responsibility to Kids (CalWORKs) and CalFresh programs.

**Recommended Action:** Approve the proposed MOU with the California Department of Social Services for use of The Work Number® employment and income verification service; and authorize the County Administrative Officer to execute the MOU on behalf of the County and make future non-substantive amendments to the MOU as needed.

**Fiscal Impact:** None.

**D. Rural County Emergency Response (ER) Stipend for Social Workers and**

## **Supervisors**

Departments: Social Services

In 2021 the Social Services Department opted into a \$129,000 allocation, appropriated by the State Budget Act of 2021, to enhance child welfare Emergency Response (ER) services. The purpose of this item is to seek Board of Supervisor approval to create a Rural County ER Stipend for Social Workers and Social Worker Supervisors.

**Recommended Action:** Adopt Resolution R22-\_\_\_, approving a side letter Agreement between Mono County and Mono County Public Employees Union Local 39 to create a Rural County ER Stipend for Social Workers and Social Worker Supervisors. Authorize the Board Chair to execute said Agreement on behalf of the County.

**Fiscal Impact:** Each eligible social worker will receive 5% of their current annual base salary beginning FY 2022-23 and unless and until the grant funding is exhausted. Three employees will receive approximately \$4,100 each for FY 2021-22. Costs related to this request are funded by state funds and have been included in the approved FY 2022-2023 budget for the department.

### **E. Resolution Adopting Amended Travel, Per Diem and Meal Policy**

Departments: County Counsel

Proposed resolution adopting amended Comprehensive Policy for Travel, Per Diem (Meal) and Food and Beverage Policy. This is a housekeeping item to update language in the current Policy related to meal reimbursement for employees who work 12 or more consecutive hours. Reimbursement rates do not change.

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

**Fiscal Impact:** None. There would be no change to per diem reimbursement rates.

## **6. CORRESPONDENCE RECEIVED**

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

### **A. Northern Mono Chamber of Commerce - Letter**

Departments: Clerk of the Board, Sponsored by Supervisor Peters

10 minutes

Correspondence Received letter from Northern Mono Chamber of Commerce regarding October 11, 2022 meeting, Discussion of Tioga Pass and Yosemite Reservation System Restrictions.



**Recommended Action:** Discuss letter.

**Fiscal Impact:** None.

7. **REGULAR AGENDA - MORNING**

**A. PUBLIC HEARING: Authorizing the Application for the Permanent Local Housing Allocation Plan Non-Entitlement Local Government Competitive Component**

Departments: CAO

PUBLIC HEARING: 9:30 AM (30 minutes)

(Sanjay Choudhrie, Housing Opportunities Manager ) - Public hearing and adoption of a resolution creating the Permanent Local Housing Allocation plan and authorizing staff to apply for and administer PLHA grant.

**Recommended Action:** 1) Conduct Public Hearing. 2) Adopt resolution authorizing the County Administrative Officer to apply for and administer PLHA grant. Provide any desired direction to staff.

**Fiscal Impact:** None.

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

Departments: Public Health

15 minutes

(Dr. Caryn Slack, Public Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic.

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

**Fiscal Impact:** None.

**C. Employment Agreement - Child and Adult Services Manager**

Departments: Social Services

5 minutes

(Kathy Peterson, Social Services Director) - Proposed resolution approving a contract with Michelle Raust as Child and Adult Services Manager, and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Approve Resolution R22-\_\_\_, approving a contract with Michelle Raust as Child and Adult Services Manager, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The total cost of salary and benefits for FY 2022-23 is

approximately \$149,929 of which \$115,242 is salary, and \$34,687 is benefits. Costs related to this request are largely funded by a combination of state and federal funds and have been included in the approved FY 2022/2023 budget for the department.

**D. Superintendent of Schools Report**

Departments: Mono County Office of Education

30 minutes

(Dr. Stacey Adler, Superintendent of Schools) - Dr. Stacey Adler, Superintendent, will present her regular update to the Mono County Board of Supervisors, including but not limited to the topics of: Current district enrollment; Status of MUSD superintendent search; Arts education; Social/emotional learning/mental health assistance; and status of preschool.

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

**Fiscal Impact:** None.

**E. Human-Wildlife Conflict in Mono County**

Departments: Board of Supervisors

45 minutes

(Daniel Taylor, CDFW Human-Wildlife Conflict Specialist ) - Presentation by Daniel Taylor, California Department of Fish and Wildlife (CDFW) Human-Wildlife Conflict Specialist, regarding historical human-wildlife conflict in Mono County as well as CDFW black bear and mountain lion polices and preventive measures for reducing human-wildlife conflict.

**Recommended Action:** Informational only.

**Fiscal Impact:** None.

**F. Addressing Deaths of Despair: Suicide and Unintentional Overdose Deaths and Prevention Strategies**

Departments: Behavioral Health

30 minutes

(Robin K. Roberts, Behavioral Health Director) - Presentation by Robin K. Roberts, MFT, director of Mono County Behavioral Health regarding deaths by suicide and Strategies will be discussed.

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

**Fiscal Impact:** None.

**8. CLOSED SESSION**

**A. Closed Session - Labor Negotiations**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, Patty Francisco, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

**9. REGULAR AGENDA - AFTERNOON**

**A. PUBLIC HEARING: Community Development Block Grant CV-1 Application Amendment**

Departments: Economic Development

PUBLIC HEARING: 1:00 PM (20 minutes)

(Jeff Simpson, Economic Development Director and Jeff Lucas, Principal at Community Development Services) - Public hearing regarding Community Development Block Grant (CDBG) CV-1 Application Amendment.

**Recommended Action:** Conduct public hearing. Consider and potentially approve amendment by resolution for use of CDBG CV-1 funding in the amount of \$64,484 from Microenterprise Grants to Small Business Forgivable Loans. Provide any desired direction to staff.

**Fiscal Impact:** \$64,484 has already been awarded to Mono County. Amending the grant would only change how the county is able to use the funds. No additional fiscal impact.

**B. Mono County Behavioral Health FY 2022-2023 Mental Health Services Act (MHSA) Annual Update Mid-Year Revision with New Innovation Plan**

Departments: Behavioral Health

10 minutes

(Amanda Greenberg, Behavioral Health Program Manager) - Presentation by Amanda Greenberg regarding a Mid-Year Revision to the MHSA FY 22-23 Annual Update. This Mid-Year Revision is substantively the same as the previously approved Annual Update but includes a new Innovation Plan.

**Recommended Action:** (1) Receive staff presentation on Annual Update Mid-Year Revision; (2) Review and approve Annual Update Mid-Year Revision; and (3) Provide any other direction to staff.

**Fiscal Impact:** The MHSA 2022-2023 Annual Update Mid-Year Revision includes the expenditure of approximately \$535,000 in vendor costs and staff costs. There is no impact to the General Fund.

**10. BOARD MEMBER REPORTS**

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

**ADJOURN**



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

# REGULAR AGENDA REQUEST

[Print](#)

**MEETING DATE**    October 18, 2022

**Departments: Clerk of the Board**

**TIME REQUIRED**    10 minutes

**SUBJECT**            Proclamation Designating the Month  
of October 2022 Domestic Violence  
Awareness Month

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Leslie Gaunt, Wild Iris Board Chair,  
Kyle Osland, Adult Program Services  
Manager, and Annette Apalatea,  
Family Services Program Manager.

### AGENDA DESCRIPTION:

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

Proclamation designating the month of October 2022 as Domestic Violence Awareness Month.

### RECOMMENDED ACTION:

Approve proclamation designating the month of October 2022 as Domestic Violence Awareness Month.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Leslie Gaunt

**PHONE/EMAIL:** / leslie.gaunt@gmail.com

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

<p><b>Click to download</b></p> <p> <a href="#">Recognition</a></p>
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#### History

Time	Who	Approval
10/12/2022 1:59 PM	County Counsel	Yes
10/12/2022 2:07 PM	Finance	Yes
10/14/2022 3:47 PM	County Administrative Office	Yes



## **OCTOBER 2022 DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION**

**WHEREAS**, although progress has been made toward breaking the cycle of violence and providing support to victims and their families, much work remains to be done; and

**WHEREAS**, domestic violence programs in California provide essential, lifesaving services for victims and their children fleeing violence; and

**WHEREAS**, advocates and organizations work on behalf of victims every day. Domestic violence shelters and services, law enforcement officials, health care providers, court systems and legal aid providers, tribal organizations, and others are all an integral part of the effort to end domestic violence and must be recognized and applauded for their work; and

**WHEREAS**, victims of domestic violence embody incredible strength and resilience; and

**WHEREAS**, there is a need to increase the public awareness and understanding of domestic violence and the needs of victims; and

**WHEREAS**, domestic violence affects women, men, and children of all racial, ethnic, cultural, social, religious, and economic groups in the United States and here in California; and

**WHEREAS**, the marginalization of certain groups in society, including undocumented individuals, transgender individuals, and people living with disabilities, increases their vulnerability to intimate partner violence; and

**WHEREAS**, according to the American Psychological Association, women with disabilities have a 40 percent greater risk of intimate partner violence than women without disabilities; and

**WHEREAS**, American Indian women residing on reservations suffer domestic violence and physical assault at rates 50% higher than women of other races and at least 70% of this violence is committed by persons of another race; and

**WHEREAS**, recognizing the need to understand the complexity of violence as perpetuated within communities and against communities, and the fear of many victims to report to law enforcement; and

**WHEREAS**, domestic violence has a significant economic impact on women, throughout the country, an estimated 8 million days of paid work is lost as the result of intimate partner violence. Domestic violence costs \$8.3 billion in expenses annually: a combination of higher medical costs (\$5.8 billion) and lost productivity (\$2.5 billion); and

**WHEREAS**, among family's domestic violence is the third leading cause of homelessness; and



**WHEREAS**, all victims deserve access to culturally appropriate programs and services to increase their safety and improve their life situations; and

**WHEREAS**, approximately 40% of California women experience physical intimate partner violence in their lifetimes; and

**WHEREAS**, women 18-24 years of age are significantly more likely to be victims of physical intimate partner violence than women in other age groups; and

**WHEREAS**, on average, nearly 20 people per minute are physically abused by an intimate partner in the United States. During one year, this equates to more than 10 million women and men; and

**WHEREAS**, on a typical day, there are more than 20,000 phone calls placed to domestic violence hotlines nationwide; and

**WHEREAS**, the total number of domestic violence-related calls for assistance to law enforcement in 2020 was 160,646; and

**WHEREAS**, the total number of domestic violence-related calls for assistance involving a firearm in 2020 was 1,974; and

**WHEREAS**, children exposed to domestic violence can experience long-term consequences including difficulty at school, substance abuse, and serious adult health problems; and

**WHEREAS**, Wild Iris Family Counseling & Crisis Center received 5,825 calls to our hotline in 2021; and

**WHEREAS**, the Legislature recognizes the vital role that all Californians can play in preventing and one day ending domestic violence.

**NOW, THEREFORE**, the Mono County Board of Supervisors proclaims October 2022 as “Domestic Violence Awareness Month” in Mono County.

**APPROVED AND ADOPTED** this 18<sup>th</sup> day of October 2022, by the Mono County Board of Supervisors.

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Jennifer Kreitz, Supervisor District #1

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Rhonda Duggan, Supervisor District #2

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Bob Gardner, Supervisor District #3

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John Peters, Supervisor District #4

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Stacy Corless, Supervisor District #5



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

# REGULAR AGENDA REQUEST

Print

**MEETING DATE**    October 18, 2022

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT**                    Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Approval of the Board Minutes from July 12, 2022, Regular Meeting of the Board of Supervisors.

### RECOMMENDED ACTION:

Approve the Board Minutes from July 12, 2022, Regular Meeting of the Board of Supervisors.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Danielle Patrick

**PHONE/EMAIL:** 760-932-5535 / despinosa@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">July 12, 2022 DRAFT Meeting Minutes</a>

#### History

Time	Who	Approval
10/12/2022 3:43 PM	County Counsel	Yes
10/5/2022 3:44 PM	Finance	Yes
10/14/2022 3:45 PM	County Administrative Office	Yes





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

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.  
Meeting Location: Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

**Regular Meeting  
July 12, 2022**

<b>Backup Recording</b>	<b>Zoom</b>
<b>Minute Orders</b>	<b>M22-142 – M22-150</b>
<b>Resolutions</b>	<b>R22-070 – R22-076</b>
<b>Ordinance</b>	<b>ORD22-006 USED</b>

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9:04 AM Call meeting to Order by Chair Gardner

*Supervisors Present: Corless, Duggan, Gardner, Kreitz, and Peters (all attended in person or via teleconference).*

*Supervisors Absent: None.*

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

Pledge of Allegiance by Supervisor Duggan

Chair Gardner:

*“Children are the world’s most valuable resource and its best hope for the future”.*  
*- John F. Kennedy*

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

Opportunity for the public to address the Board on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in

**Note:**

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

speaking time dependent upon the press of business and number of persons wishing to address the Board.) Please refer to the Teleconference Information section to determine how to make public comment for this meeting via Zoom.

**Molly DesBaillets, Executive Director First 5 Commission:**

- Discussed Block Grant – Community Development

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICER**

CAO Report regarding Board Assignments

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

**CAO Lawton:**

- Start up meeting with Paul Roten – bring Paul up to speed and projects and specifically Jail Project
- Wrapping up Fee Study
- Unified Command meeting
- Meeting with Dan Holler – Solid Waste Parcel Fee and discussion of Joint Meeting with the Town
- NACo Finance Pension and Intergovernmental Affairs Steering Committee
- Discussed new hires

**4. DEPARTMENT/COMMISSION REPORTS**

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

**Barry Beck, Assessor:**

- Provided update on the State of the Assessments – to close July 30

**Chair Gardner:**

- Requested clarity for the supplemental items

**Justin Nalder, Solid Waste Director:**

- Discussed Solid Waste Transportation Facilities – awarded a green business certification
- 6/25 – Pumice Valley Freedom Day
- 7/31 – Bridgeport
- Month of July – Big Stuff Amnesty Benton Crossing
- Stewardship Event Conway Ranch

**Gordon Greene, Veteran Affairs:**

- Discussed software and reporting – VetPro
- Tentative Outreach Plan – Bridgeport 8/6 and August 11 in Benton

**Note:**

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

**Kathy Peterson, Social Services Director:**

- Provided update to the 35 trailers from Los Angeles Area – Mountain View Fire Victims

**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.)

**Duggen motion. Corless seconded.**

**Vote: 5 yes, 0 no**

**A. Long Valley Regional Planning Advisory Committee Appointment**

Departments: Community Development

Appointed one new member, John Connolly, to the Long Valley Regional Planning Advisory Committee for a four-year term as recommended by Supervisor Duggan.

**Action:** Appointed John Connolly to the Long Valley Regional Planning Advisory Committee, as recommended by Supervisor Duggan, for a four-year term ending May 31, 2026.

**Duggen motion. Corless seconded.**

**Vote: 5 yes, 0 no**

**M22-142**

**B. Resolution to Adopt an Amended SB1/RMRA Project List**

Departments: Public Works Engineering

Proposed resolution adopting an amended list of projects for FY2022-2023 funded by SB 1: The Road Repair and Accountability Act of 2017. Approval of this resolution will supersede and replace, in its entirety, Resolution 22-056 adopted by the Board on June 7, 2022.

**Action:** Adopted proposed resolution.

**Duggen motion. Corless seconded.**

**Vote: 5 yes, 0 no**

**R22-70**

**C. Third Meeting Location Change in Mammoth Lakes**

Departments: Clerk of the Board of Supervisors

**Note:**

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

Adopt resolution changing the location of the third regular Board of Supervisors meeting to the Mono Lake Room of the Mono County Civic Center in Mammoth Lakes.

**Action:** Adopted Resolution R22-071, changing the location of the third regular monthly Board of Supervisors meeting to the Mono Lake Room of the Mono County Civic Center, located at 1290 Tavern Road, Mammoth Lakes, CA, superseding and replacing Resolution R17-02.

**Duggen motion. Corless seconded.**

**Vote: 5 yes, 0 no**

**R22-071**

**D. Resolution Making Findings under AB 361 - Related to Remote Meetings**

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of July 12, 2022 through August 11, 2022.

**Action:** Adopted proposed resolution.

**Duggen motion. Corless seconded.**

**Vote: 5 yes, 0 no**

**R22-072**

**E. Cannabis Delivery in Unincorporated Areas of Mono County**

Departments: Community Development

Proposed ordinance continuing temporary suspension of prohibition on cannabis delivery established by Mono County Code Section 5.60.140(L) until public outreach and input occur and a long-term policy either allowing or prohibiting cannabis delivery is implemented by the County.

**Action:** Introduced, read title, and waived further reading of proposed ordinance.

**Duggen motion. Corless seconded.**

**Vote: 5 yes, 0 no**

**M22-143**

**F. Contract for Public Relations Services**

Proposed contract with Caporusso Communications Company pertaining to Public Relations Services.

**Action:** Approved, and authorized CAO to sign, contract with Caporusso

**Note:**

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

Communications Company for Public Relations Services for the period July 1, 2022, through June 30, 2023, and a not-to-exceed amount of \$105,000.

**Duggen motion. Corless seconded.**

**Vote: 5 yes, 0 no**

**M22-144**

**G. Requested Letter of Support for MLTPA Sustainable Recreation Partnership Grant**

Letter of support for Mammoth Lakes Trails and Public Access Foundation (MLTPA) “Eastern Sierra Sustainable Recreation Partnership (ESSRP) Support” proposal to the Sierra Nevada Conservancy’s Vibrant Recreation and Tourism Grant Program. A successful application would allow MLTPA to continue to support the ESSRP.

**Action:**

Approved proposed letter.

**Duggen motion. Corless seconded.**

**Vote: 5 yes, 0 no**

**M22-145**

**6. CORRESPONDENCE RECEIVED - NONE**

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

**7. REGULAR AGENDA - MORNING**

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

Departments: CAO, Public Health

15 minutes

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

**Action:** None.

**Bryan Wheeler, Public Health Director:**

- Presented Item

- 

**Dr. Caryn Slack:**

**Note:**

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

- Provided an update Tioyabe Clinic in Bridgeport

**Supervisor Kreitz:**

- At- home tests with expiration date – **Bryan Wheeler**, clarifies that the expiration date has been extended indefinitely.

**Supervisor Duggan:**

- When testing, is the type of variant able to be detected? **Bryan Wheeler** – cannot tell

**B. Community Economic Resilience Fund (CERF) Collective Partnership Agreement Letter**

Departments: Economic Development

20 minutes

(Jeff Simpson, Economic Development, Steve Frisch, President - Sierra Business Council and Kristin York, Vice President - Sierra Business Council) - Community Economic Resilience Fund (CERF) is a \$600 Million program being developed by OPR, GO-Biz, and LWDA to support resilient, equitable, and sustainable regional economies. CERF was created to promote a sustainable and equitable recovery from the economic distress of COVID-19 by supporting new plans and strategies to diversify local economies and develop sustainable industries that create high-quality, broadly accessible jobs for all Californians.

**Action:** Signed the Collective Partnership Agreement Letter authorizing Mono County to participate with Sierra Business Council as the Fiscal Agent and Regional Convener for the State Community Economic Resilience Fund (CERF).

**Supervisor Corless:**

- Has conflict with item – removing herself from item - **Abstain**

**Jeff Simpson, Acting Economic Development Director:**

- Introduced Item

**Steve Frisch, President – Sierra Business Counsel:**

- Presented Item

**Peters motion. Duggan seconded.**

**Vote: 4 yes, 0 no, 1 abstain.**

**Corless - abstain**

**M22-146**

**C. Fish and Game Fine Fund Expenditure**

Departments: Economic Development

25 minutes

**Note:**

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

(Jeff Simpson, Economic Development, Colin West, Founder and Executive Director - Clean Up the Lake and Andrew Jones, Owner - Silver Lake Resort) - Staff received two applications for the Mono County Fish and Game Fine Fund Local Program Funding. \$10,314 is being requested from Clean Up The Lake for an underwater cleanup project in June Lake in September. \$28,600 is being requested to supplement additional fish stocking as a result of the California Department of Fish and Wildlife Lactococcus Hatchery Outbreak.

**Action:** The Board considered and approved the two applications for funding in the amount of \$10,314 for Clean Up the Lake and \$28,600 for additional fish stocking.

**Jeff Simpson, Acting Economic Development Director:**

- Introduced 1<sup>st</sup> and 2<sup>nd</sup> application

**Colin West, Founder and Executive Director - Clean Up the Lake:**

- Presented application #1

**Sadye Easler:**

- Provided presentation for Clean Up the Lake

**Andrew Jones, Owner - Silver Lake Resort:**

- Presented application #2

**Supervisor Corless:**

- In support for Clean Up the Lake

**Supervisor Peters:**

- How do you determine what bodies of water will you be servicing?

**Colin West**, explains his pilot research plan

**Duggan motion. Peters seconded.**

**Vote: 5 yes, 0 no**

**M22-147**

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

10 minutes

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

**Action:** Heard update regarding status of Mountain View Fire response and recovery. Found that there is no longer a need to continue the local state of emergency declared on November 17, 2020, and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020) and **terminated such declarations.**

**Justin Nalder, MVF EOC Director:**

- Presented Item

**Note:**

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

**Supervisor Peters:**

- Agree with the recommended action
- Thanked staff for their efforts

**Janet Dutcher, Finance Director:**

- Provided update on reimbursement information

**Peters motion. Corless seconded.**

**Vote: 5 yes, 0 no**

**M22-148**

**E. Review and Declaration of June 7, 2022, Statewide Direct Primary Election Results**

Departments: Elections

10 minutes

(Scheereen Dedman, Registrar of Voters) - Presentation of certified election results. Request for declaration of results.

**Action:** Approved as correct the Statement of Votes for the June 7, 2022, Statewide Direct Primary Election and declare elected or nominated to each office voted on at each election under the jurisdiction of the Mono County Board of Supervisors the person having the highest number of votes for that office, or who was elected or nominated under the exceptions noted in Elections Code Section 15452.

**Scheereen Dedman, Registrar of Voters:**

- Presented Item
- Lowest turnout for elections

**Duggan motion. Corless seconded.**

**Vote: 5 yes, 0 no**

**M22-149**

*Break: 10:23 AM*

*Reconvene: 10:35 AM*

**F. Mono County Employee Assistance Programs**

Departments: Risk Management

20 minutes

(Jay Sloane, Risk Manager) - Mono County has two Employee Assistance Programs, both of which provide a limited number of confidential professional counseling sessions at no cost to the employee. This presentation will inform the Board of Supervisors on the Employee Assistance Plan benefits, with a focus on counseling services.

**Note:**

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



**Action:** None.

**Jay Sloane, Risk Manager:**

- Presented Item

**Supervisor Kreitz:**

- Expressed concern about number of providers, would like to see this number increase
- Discussed concern about limitation of number of visits allowed
- Requests clarification on who this covers

**Chair Gardner:**

- Agrees with Supervisor Kreitz and concerned with confidentiality
- Do you think there is adequate awareness of the program across the county workforce?

**County Counsel Simon:**

- Explains that EAP is a bridge to other longer-term services. Not intended as a long-term solution.

**Public Comment (In-person)**

- Concerned that 3 days is not adequate – is there any feedback? **Stacey Simon** explains the process of Bridge Program – not being long term. Mono County employee program not for the public

**Supervisor Corless:**

- Suggests to refer Public Speaker to Behavior Health to determine if qualified for services.

**G. Employment Agreement - Director of Information Technology**

Departments: CAO

5 minutes

(Robert C. Lawton, CAO) - Proposed resolution approving a contract with Nate Greenberg as Information Technology Director, and prescribing the compensation, appointment and conditions of said employment.

**Action:** Announced Fiscal Impact. Approved Resolution R22-073, approving a contract with Nate Greenberg as Information Technology Director, and prescribing the compensation, appointment and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** Total cost of salary and benefits for FY 2022-23 is approximately \$216,954, of which \$170,264 is salary, and \$46,690 is benefits. This is included in the County Administrator's Recommended budget.

**Robert C. Lawton, CAO:**

- Presented Item

**Supervisor Corless, Peters, and Gardner:**

- Thanked Nate

**Note:**

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

**Corless motion. Peters seconded.**

**Vote: 5 yes, 0 no**

**R22-073**

**H. Employment Agreement - Public Works Director**

Departments: CAO

5 minutes

(Robert C. Lawton, CAO) - Proposed resolution approving a contract with Paul Roten as Public Works Director, and prescribing the compensation, appointment and conditions of said employment.

**Action:** Announced Fiscal Impact. Approved Resolution R22-074, approving a contract with Paul Roten as Public Works Director, and prescribing the compensation, appointment and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** Total cost of salary and benefits for FY 2022-23 is approximately \$176,990, of which \$140,077 is salary, and \$36,913 is benefits. This is included in the County Administrator's Recommended budget.

**Robert C. Lawton, CAO:**

- Presented Item

**Supervisor Corless:**

- Thanked Paul

**Duggan motion. Peters seconded.**

**Vote: 5 yes, 0 no**

**R22-074**

**I. Employment Agreement - Economic Development Director**

Departments: CAO

5 minutes

(Robert C. Lawton, CAO) - Proposed resolution approving a contract with Jeff Simpson as Economic Development Director, and prescribing the compensation, appointment and conditions of said employment.

**Action:** Announced Fiscal Impact. Approved Resolution R22-075, approving a contract with Jeff Simpson as Economic Development Director, and prescribing the compensation, appointment and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:**

Total cost of salary and benefits for FY 2022-23 is approximately \$154,774, of which \$115,242 is salary, and \$39,532 is benefits. This is included in the

**Note:**

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County Administrator's Recommended budget.

**Robert C. Lawton, CAO:**

- Presented Item

**Supervisor Peters:**

- Thanked Jeff

**Peters motion. Duggan seconded.**

**Vote: 5 yes, 0 no**

**R22-075**

**J. Employment Agreement - Public Health Equity Officer**

Departments: CAO and Public Health

5 minutes

(Robert C. Lawton, CAO and Bryan Wheeler, Public Health Director) - Proposed resolution approving a limited term contract with Rachel Barnett as Public Health Equity Officer, and prescribing the compensation, appointment and conditions of said employment.

**Action:** Announced Fiscal Impact. Approved Resolution R22-76, approving a limited term contract with Rachel Barnett as Public Health Equity Officer, and prescribing the compensation, appointment and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** Total cost of salary and benefits for FY 2022-23 is approximately \$125,833, of which \$94,809 is salary, and \$31,024 is benefits. This is included in the County Administrator's Recommended budget.

**Robert C. Lawton, CAO:**

- Introduced Item

**Bryan Wheeler, Public Health Director:**

- Presented Item, Introduced Rachel

**Rachel Barnett:**

- Audio Issues – couldn't speak

**Corless motion. Duggan seconded.**

**Vote: 5 yes, 0 no**

**R22-076**

Moved to item 10 – Board Reports

**8. CLOSED SESSION**

**Note:**

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

- *No reportable action*

**A. Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: United States v. Walker River Irrigation District, et al, U.S. District Court for the District of Nevada, Case No.: 3:73-cv-00127-MMD-CSD.

**B. Closed Session - Exposure to Litigation**

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

**C. Closed Session - Labor Negotiations**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, Patty Francisco, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

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

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

**9. REGULAR AGENDA - AFTERNOON**

**A. Amendment of Mono County Code Section 5.65.160 - Revised fines for Short-term Rental Violations**

Departments: Code Compliance and County Counsel

15 minutes

(Nick Criss, Code Enforcement Officer and Stacey Simon, County Counsel) - Proposed ordinance amending Chapter 5, Section 5.65.160 of the Mono County Code pertaining to fines for violation of Mono County Short Term Rental Ordinances.

**Action:** Introduced, read title, and waived further reading of proposed ordinance.

**Fiscal Impact:** The proposed ordinance would increase the amount of fines for

**Note:**

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

short-term rental violations from \$1,000 to \$1,500 for a first violation; and from \$2,000 for a second or subsequent violation within three years to \$3,000 for a second violation within one year and \$5,000 for each additional violation within one year. Additionally, the proposed ordinance would establish procedures for a person cited to claim a hardship waiver/reduction based on ability to pay and would exempt from fines a first violation based on failure to register or pay a business license fee, which would remain subject to the fines set forth in section 1.12.030.

**Kreitz motion. Duggan seconded.**

**Vote: 5 yes, 0 no**

**M22-150**

**Stacey Simon, County Counsel:**

- Presented Item

## **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.

**Supervisor Kreitz:**

- The Mammoth Lakes Housing Board met on July 11th. We received an update on their acquisition of the Birch Creek condo from IMACA as part of the Mono County Grant to IMACA. The condo currently is occupied with a single parent working in transportation. MLH is going to be doing some efficiency update to the property to help make it more economical for the upcoming winter. MLH has made a formal request to the Mono County Office of Education for a library fee waiver for their Access Apartment development
- The Board appointed a new Board member, Sarah Nuttall - welcome to Sarah!

**Supervisor Corless:**

- GBUAPCD: approved funding for clean air projects programs (CAPP II), approved letter to state water resources control board requesting lake level hearing; received reports on Owens Lake Dust Mitigation Project water savings, and Keeler Dunes, as well as Mammoth Lakes air quality/smoke impacts
- Eastern Sierra Sustainable Recreation Partnership
- Inquiry from Alpine Co Supervisor David Griffith re: lands in USFS Region 4 in California (in Alpine and Mono County) moving to Region 5

**Supervisor Gardner:**

- On Wednesday, July 6 I participated in the quarterly Substance Abuse Task Force Meeting. We reviewed the progress of various programs

**Note:**

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

and services related to drug abuse treatment in our region.

- Also, on July 6 I attended a virtual meeting of the NACO Public Lands Policy Committee. We reviewed proposed policy resolutions for the upcoming NACO Annual Conference, including two I am sponsoring on support for continued Federal public lands agency funding, and on streamlining the process for acquisition of available Federal agency land for workforce housing.
- On July 6 I also met with a group of citizens in the Mono Basin who are interested in forming a Community Housing Trust to raise funds that could help support various workforce housing projects.
- On Friday July 8 I participated in a special meeting of the Eastern Sierra Council of Governments. Topics at that meeting included support for reestablishing the Inyo-Mono Broadband Consortium, approval of a Collective Partnership Agreement to participate in the California Economic Resiliency Fund Process, and direction to apply for the Strategic Growth Council Regional Climate Collaborative Program.
- Yesterday I participated in our final planning meeting for our Children's Summit to be held tomorrow. We will be presenting a Dashboard on the Wellbeing of Children and Youth in Mono County to be housed on the County website and will be discussing possible priorities and actions to address some of the indicators on that Dashboard.
- Yesterday I also participated in the NACO Finance, Pensions, and Intergovernmental Affairs Policy Committee meeting. I presented a resolution approved in the past encouraging the Congress to pass all appropriations on a timely basis by Oct. 1 of each year.
- Finally, yesterday I participated in the monthly meeting of the Eastern Sierra Sustainable Partnership. We reviewed several ongoing Federal, State, and regional initiatives, and heard updates from each of the partner agency representatives.

*Moved to Item #8A. – Closed Session*

*Closed Session: 11:35 AM*

*Reconvened: 12:26 PM*

**Note:**

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

**ADJOURN at 12:30 PM**

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**    October 18, 2022

**Departments: Public Works**

**TIME REQUIRED**

**SUBJECT**            Revised Signature Authority for  
Agreements with State Entities for the  
Construction of the Mono County Jail  
in Bridgeport

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

With Senate Bill (SB) 844, Mono County was awarded \$25,000,000 to assist in replacing the Mono County Jail in Bridgeport with an adequate facility to serve the County's needs (the "Project"). The use of the awarded SB 844 funds requires Mono County to enter into numerous agreements with state entities. This resolution identifies the signature authority as the Chief Administrative Officer.

---

### RECOMMENDED ACTION:

Adopt proposed resolution R22-\_\_.

---

### FISCAL IMPACT:

None.

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**CONTACT NAME:** Paul Roten, Public Works Director

**PHONE/EMAIL:** 7607090427 / [proten@mono.ca.gov](mailto:proten@mono.ca.gov)

---

### SEND COPIES TO:

Paul Roten

---

### MINUTE ORDER REQUESTED:

YES    NO

---

### ATTACHMENTS:

Click to download

[New BP Jail Signatory Staff Report](#)

[Resolution](#)

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History



<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/12/2022 11:44 AM	County Counsel	Yes
10/13/2022 2:38 PM	Finance	Yes
10/14/2022 3:46 PM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

Date: October 18, 2022  
To: Honorable Chair and Members of the Board of Supervisors  
From: Paul Roten, Public Works Director  
Re: A Resolution of the Mono County Board of Supervisors authorizing entry into agreements with state entities for the construction of the new Mono County Jail in Bridgeport

**Recommended Action:**

Approve Resolution R22-\_\_ authorizing the County Administrative Officer or their designee to enter into any agreement with state entities for construction of the new Mono County Jail in Bridgeport.

**Fiscal Impact:**

This resolution revises the signatory authority from a named individual to a position and does not have an additional Fiscal Impact.

**Background:**

With Senate Bill (SB) 844, Mono County was awarded \$25,000,000 to assist in replacing the Jail with an adequate facility which will serve the needs of the County into the future, have adequate space to provide services to reduce recidivism and address the physical and mental health needs of inmates, and comply with current health and safety standards (the "Project"). The use of the awarded SB 844 funds requires Mono County to enter into numerous agreements with state entities. Resolution R17-17 authorized Leslie Chapman signatory authority for agreements with state entities related to the Bridgeport Jail Project. This resolution provides additional flexibility identifying the signature authority to the position of Chief Administrative Officer.

Respectfully submitted,

Paul Roten, P.E.  
Public Works Director

Attachments: A Resolution Of The Mono County Board Of Supervisors Authorizing Entry Into Agreements With State Entities For The Construction Of An Adult Detention Facility



R22-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING ENTRY INTO AGREEMENTS WITH STATE ENTITIES FOR THE  
CONSTRUCTION OF THE NEW MONO COUNTY JAIL IN BRIDGEPORT**

**WHEREAS**, the existing Mono County Jail (the "Jail") was constructed in 1988; and

**WHEREAS**, the existing Mono County Jail lacks the appropriate programming and treatment space to provide services to inmates, including services to reduce recidivism and prepare inmates for reentry into society; and

**WHEREAS**, in 2017 the county applied for and received an award of \$25,000,000 through SB 844 to assist in replacing the existing Mono County Jail with an adequate facility which will serve the needs of the County into the future, have adequate space to provide services to reduce recidivism and address the physical and mental health needs of inmates, and comply with current health and safety standards (the "Project"); and

**WHEREAS**, for the disbursement and reimbursement of funds received through SB 844 the county has a need to enter into agreements with state entities such as the Board of State and Community Corrections and the State Public Works Board;

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

**SECTION ONE:** the County Administrative Officer, or their designee, is hereby authorized to enter, execute, and deliver any and all certificates, agreements, or other documents necessary for the completion of the Project, and its financing through SB844.

**PASSED, APPROVED and ADOPTED** this 18th day of October, 2022, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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\_\_\_\_\_  
Bob Gardner, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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

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



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

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 18, 2022

**Departments: Social Services**

**TIME REQUIRED**

**SUBJECT**            Memorandum of Understanding with  
California Department of Social  
Services (CDSS) for Access to The  
Work Number System

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### **AGENDA DESCRIPTION:**

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

Memorandum of Understanding to allow the California Department of Social Services to provide Mono County access to The Work Number, an online employment and wage verification system for the purpose of determining eligibility in the California Work Opportunity and Responsibility to Kids (CalWORKs) and CalFresh programs.

---

### **RECOMMENDED ACTION:**

Approve the proposed MOU with the California Department of Social Services for use of The Work Number® employment and income verification service; and authorize the County Administrative Officer to execute the MOU on behalf of the County and make future non-substantive amendments to the MOU as needed.

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### **FISCAL IMPACT:**

None.

---

**CONTACT NAME:** Kathryn Peterson

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

---

### **SEND COPIES TO:**

cyoung@mono.ca.gov

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### **MINUTE ORDER REQUESTED:**

YES    NO

---

### **ATTACHMENTS:**

<b>Click to download</b>
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">MOU</a>
<input type="checkbox"/> <a href="#">Attachment A</a>
<input type="checkbox"/> <a href="#">Attachment B</a>

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/4/2022 10:20 AM	County Counsel	Yes
10/13/2022 2:42 PM	Finance	Yes
10/14/2022 3:46 PM	County Administrative Office	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

C O U N T Y O F M O N O

P. O. Box 2969 • Mammoth Lakes • California 93546

KATHRYN PETERSON, MPH  
Director

BRIDGEPORT OFFICE  
(760) 932-5600  
FAX (760) 932-5287

MAMMOTH LAKES OFFICE  
(760) 924-1770  
FAX (760) 924-5431



To: Mono County Board of Supervisors  
From: Kathy Peterson, Social Services Director  
Date: October 18, 2022  
Re: Memorandum of Understanding between California Department of Social Services (CDSS) and County of Mono for the provision of online employment and wage verification services.

**Recommended Action:**

Approve the proposed MOU with the California Department of Social Services (CDSS) for use of The Work Number® employment and income verification service; and authorize the County Administrative Officer to execute the MOU on behalf of the County and make future non-substantive amendments to the MOU as needed.

**Fiscal Impact:**

There is no fiscal impact to the County for opting into The Work Number® employment and income verification service.

**Discussion:**

The Work Number MOU allows the California Department of Social Services (CDSS) to provide an online employment and wage verification system based on client social security numbers to all 58 California county welfare departments for the purpose of determining eligibility in the California Work Opportunity and Responsibility to Kids (CalWORKs) and CalFresh programs.

The purpose of the MOU is to authorize County access, via the CDSS, to the on-line The Work Number® employment and income verification service. This allows the County to retrieve and verify certain employment and/or income data of a consumer-recipient applying for or currently receiving public social service assistance where such information has been furnished to Contractor by employers.

This service is provided at no cost to the county welfare departments.

Please don't hesitate to call me if you have questions or need additional information at 760/924-1763.

**MEMORANDUM OF  
UNDERSTANDING BETWEEN THE  
CALIFORNIA DEPARTMENT OF SOCIAL  
SERVICES AND  
THE COUNTY OF Mono**

---

**I. PURPOSE**

The California Department of Social Services ("CDSS") has established an income verification program for California counties regarding the California Work and Responsibility to Kids (CalWORKs) and CalFresh programs. As part of this program, the CDSS has contracted with TALX Corporation, a provider of Equifax Verification Services ("EVS" or "Contractor"), for participating counties to verify consumer-recipient employment, income and other work-related information. The Agreement between CDSS and Contractor, CDSS Agreement (hereafter "Agreement"), is attached as Exhibit 1.

This Memorandum of Understanding (MOU) is entered into by the CDSS and the County named above ("County") for the purpose of authorizing County access to Contractor's on-line The Work Number® employment and income verification service (hereafter "Service"), pursuant to the Agreement, or subsequent agreements. This MOU authorizes County to retrieve and verify certain employment and/or income data of a consumer-recipient applying for or currently receiving public social service assistance where such information has been furnished to Contractor by employers. County agrees to comply with the obligations of the Agreement, including the User Agency Obligations contained in Attachment 2 of the Department of General Services (DGS) Employment Verification Services Master Services Agreement (MSA Number 5-22-70-29) (incorporated by reference as Exhibit C of this Agreement), as a condition of access to the Service.

**II. SCOPE OF WORK**

The Service may be accessed by County employees to verify a consumer-recipient's employment status or income for purposes of determining eligibility for receipt of public aid or assistance, prevention or identification of overpayments associated with the receipt of public aid or assistance. Accordingly, the Service permits County the ability to:

- A. Search for a recipient's employment status or income by a recipient's Social Security Number.



- B. Register, authenticate, and monitor users and usage, including producing monthly reports.
- C. Identify if a recipient has current, historical, or no employment information on file.
- D. Order and retrieve an employment verification, which shall include the employer name and employment status; or an income verification which shall include the employer address, dates of employment, title of position, pay rate, and year-to-date gross income and pay period details for up to a three-year period.
- E. Through this MOU, CDSS authorizes County to access the Service solely for the purpose described in this Scope of Work. Counties not entering into this MOU will not have access to the Service unless they have a separate independent agreement with the Contractor.

### **III. CDSS RESPONSIBILITIES**

- A. Pursuant to a third-party beneficiary Agreement between CDSS and Contractor, CDSS has, on behalf of participating counties, secured access to the Service for use in the CDSS income verification program.
- B. CDSS will not be directly accessing or using the Service but shall have the right as the pass-through entity to inspect, review, or otherwise monitor all activities, procedures, records, reports or forms related to the County's access of the Service in order to ensure compliance with this MOU.

### **IV. COUNTY RESPONSIBILITIES**

- A. County shall comply with the obligations of the Agreement, including the requirements of DGS MSA 5-22-70-29, or subsequent agreements.
- B. County shall maintain any and all information/data provided by the Service in strict confidence, and will not reproduce, disclose, or make accessible in whole or in part, in any manner whatsoever, to any third party, unless mandated by law.
- C. County represents and warrants it is administering a government funded benefit or program, has been granted the legal authority to view the information/data by the consumer or by operation of law, and shall only request the information/data in compliance with state and federal laws. County further represents and warrants that it has written authorization from the Consumer to verify income.
- D. County certifies that it will order data from the Service only when it intends to

use the data in accordance with the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts as though the data is a consumer report, in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, and for no other purpose.

- E. County agrees to only use the data consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau ("CFPB") Notice Form attached as Attachment 3 of DGS MSA 5-22-70-29.
- F. County certifies that it will comply with applicable provisions under Vermont law. In particular, County certifies that it will order data relating to Vermont residents only after County has received prior Consumer consent in accordance with VFCRA Section 24803 and applicable Vermont Rules. County further certifies that it received the copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Attachment 4 of DGS MSA 5-22-70-29.
- G. County certifies it will establish safeguards to ensure only Authorized Users can order or have access to the Service. "Authorized User" is defined as a County employee authorized to order or access the Service in relation to the performance of their official duties.
- H. County shall take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than the Authorized User for permissible purposes. County agrees to monitor County employees' access of the Service to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.
- I. County shall take all necessary measures to ensure employees do not access consumer-recipient employment or income information for personal reasons or benefit. No County employee shall engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to the guidelines set forth under this MOU or his/her duties as a County employee.
- J. County agrees to indemnify, defend, and save harmless CDSS and Contractor, and their respective directors, officers, managers, agents, and employees from any and all claims, actions, demands, damages, liabilities, obligations, losses, settlements, judgments, fines, penalties, sanctions, charges, costs and expenses, arising out of, relating to, or in connection with County's use of the Service and/or the unauthorized disclosure or dissemination of consumer- recipient information/data by County employees in the performance of this Agreement. County does not assume the risk on behalf of or agree to indemnify any other county.

- K. County acknowledges that neither Contractor nor its officers, agents or employees will be liable for loss of profits or for indirect, special, incidental or consequential damages arising out of or related to the provision of verifications of employment and/or income, even if that party has been advised of the possibility of such damages. In no event shall damages of any kind payable by Contractor exceed the sum paid by CDSS for the service which causes County's claim. This provision shall survive any termination or expiration of this MOU.
- L. County hereby certifies it will employ all necessary measures to maintain data security and confidentiality when sending, transferring, shipping, or otherwise disposing of any consumer report information. In addition to any requirements of this MOU, County agrees to comply with the data security provisions of the Agreement, including Attachment 1 of DGS MSA 5-22-70-29.
- M. County shall ensure that all County employees comply with California Welfare & Institutions Code section 10850 to protect any confidential information it may receive and possess from the Service from unauthorized use, access, or disclosure.
- N. Unauthorized use, access, or disclosure of confidential information is considered a breach of security. County shall immediately notify CDSS of any and all suspected, attempted, or confirmed breach of security by contacting the CDSS Information Security Officer (ISO) at (916) 651-5558.
- O. The use of the Service includes information that is protected by the FCRA and may subject an unauthorized user to possible civil and criminal liability, punishable by fines and imprisonment.
- P. When County ceases to use the Services of Contractor furnished pursuant to this MOU, it shall notify CDSS that it is no longer receiving services from Contractor. If County is dissatisfied with the services of Contractor, it shall provide a letter to CDSS describing its dissatisfaction.
- Q. Without limitation as to any other applicable rights or remedies, in the event of a breach of security caused by County employee(s), through the use of the information/data provided by Contractor, County is responsible for any and all breach notifications to the consumer, along with associated costs.
- R. County may not assign or delegate any of its rights or duties under this MOU.
- S. County acknowledges that its access to the Service is subject to audit by Contractor as described in the Agreement. County agrees to cooperate with CDSS and Contractor in responding to any such audit.

- T. In accordance with the security obligations of the Attachment 1 of DGS MSA 5- 22-70-29, County shall provide immediate notification, but in no event later than 3 business days to Contractor at: TALX Corporation, 11432 Lackland Road, St. Louis, MO 63146, Attn: President; email address: [evscontracts@equifax.com](mailto:evscontracts@equifax.com), of any change in address or office location and are subject to an onsite visit of the new location by Contractor or its designated representative.
- U. For the purposes of the employment and income verification program that is the subject of this MOU, County is not required to purchase separate or additional services from Contractor. CDSS has no expectation that there will be a separate or continuing arrangement for future services between County and Contractor.

## **V. TERM**

This MOU shall remain in effect until terminated by either party in accordance with VI B below.

## **VI. GENERAL PROVISIONS**

- A. No condition or provision of this MOU shall be waived or altered except by written amendment signed by a duly authorized representative of CDSS and County.
- B. Termination without cause: This MOU may be terminated by either party without cause upon 30 days written notice.
- C. Termination with cause: This MOU may be terminated immediately by either party if the terms of this MOU are violated in any manner. However, CDSS or County shall provide written notice to the other party of such termination for cause of this MOU. Contractor may immediately suspend and/or terminate County's access to the Service if Contractor reasonably believes County has violated the FCRA, any of the state law counterparts to the FCRA, or any other applicable law or regulation.

[Signature page to follow]

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

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

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

COUNTY OF Mono

By: \_\_\_\_\_  
Robert Lawton, Mono County CAO

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

*Anne Frievalt*

\_\_\_\_\_  
Mono County Counsel  
Date: Oct 3, 2022

*[Signature]*

\_\_\_\_\_  
Mono County Risk Management  
Date: Oct 3, 2022

# 21-3093 - Mono CDSS Work Number MOU Exhibit D

Final Audit Report

2022-10-03

Created:	2022-09-30
By:	Cathy Young (cyoung@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2cVZTO_Tpt5koeECBc3dUbZmvapEv3tU

## "21-3093 - Mono CDSS Work Number MOU Exhibit D" History

-  Document created by Cathy Young (cyoung@mono.ca.gov)  
2022-09-30 - 9:49:04 PM GMT- IP address: 162.252.88.209
-  Document emailed to Jacob Sloane (jsloane@mono.ca.gov) for signature  
2022-09-30 - 9:50:52 PM GMT
-  Document emailed to Anne Frievalt (afrievalt@mono.ca.gov) for signature  
2022-09-30 - 9:50:52 PM GMT
-  Email viewed by Jacob Sloane (jsloane@mono.ca.gov)  
2022-10-03 - 1:20:55 PM GMT- IP address: 162.252.88.212
-  Email viewed by Anne Frievalt (afrievalt@mono.ca.gov)  
2022-10-03 - 2:31:15 PM GMT- IP address: 162.252.88.212
-  Document e-signed by Anne Frievalt (afrievalt@mono.ca.gov)  
Signature Date: 2022-10-03 - 2:32:03 PM GMT - Time Source: server- IP address: 162.252.88.212
-  Document e-signed by Jacob Sloane (jsloane@mono.ca.gov)  
Signature Date: 2022-10-03 - 5:16:48 PM GMT - Time Source: server- IP address: 162.252.88.212
-  Agreement completed.  
2022-10-03 - 5:16:48 PM GMT





STATE OF CALIFORNIA  
**AGREEMENT SUMMARY**

STD 215 (Rev. 04/2020)

<b>AGREEMENT NUMBER</b> <b>21-3093</b>	<b>AMENDMENT NUMBER</b>
-------------------------------------------	-------------------------

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	04/01/2022	03/31/2025	37,920,000	Exempt
<input type="checkbox"/> + <input type="checkbox"/> - Amendment 1				
<b>TOTAL</b>			37,920,000	

13. BIDDING METHOD USED

- Request for Proposal (RFP) (*Attach justification if secondary method is used*)
  Use of Master Service Agreement  
 Invitation for Bid (IFB)
  Exempt from Bidding (*Give authority for exempt status*)
  Sole Source Contract (*Attach STD. 821*)  
 Other (*Explain*) MSA # 5-22-70-29

*Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS (*List of bidders, bid amount and small business status*) (*If an amendment, sole source, or exempt, leave blank*)

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (*If an amendment, sole source, or exempt, leave blank*)

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?


Rates are determined fair and reasonable by the Department of General Services, Master Agreement 5-22-70-29.

17a. JUSTIFICATION FOR CONTRACTING OUT (*Check one*)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
  Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.  
 Not Applicable (*Interagency / Public Works / Other* \_\_\_\_\_)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).*

AUTHORIZED SIGNATURE 	SIGNER'S NAME ( <i>Print or Type</i> ) Jennifer Morris, Contract Analyst	DATE SIGNED 03/29/2022
-------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------	---------------------------

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A  23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number: _____
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? <input type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A B. STD 204 Vendor Data Record <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (*If an amendment, explain changes if any*)  
 SCM Vol. 1, 8.12 (C) - DVBE Goals are waived by CDSS.  
 No (*Explain below*)  Yes \_\_\_\_\_ % of Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?  
 No  Yes (*If Yes, provide justification below*)

*I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.*

SIGNATURE 	NAME/TITLE ( <i>Print or Type</i> ) Karen Dickerson, Deputy Director, Admin. Division	DATE SIGNED 3/29/22
--------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------	------------------------



STATE OF CALIFORNIA

**AGREEMENT SUMMARY**

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

**21-3093**

AMENDMENT NUMBER


**JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60**

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

GC 19130 (b)(3): The services contracted are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system.

The Work Number provides an online employment verification service that involves a large number of employers regularly reporting their employees hours and earnings data. This service is beyond the scope and technical expertise of civil service employees. The following entities were contacted in regards to this service: CDSS Information Security Office, Employment Development Department, The Office of Technology, and Department of Child Support Services (DCSS). None of them have the capability or expertise to provide this type of service. Without a new agreement, counties would lose the ability to verify clients' current eligibility and many clients would lose benefits or receive overpayments, increasing administrative workload on the counties.

*The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).*

SIGNATURE  <small>Jessica Lopez (Mar 28, 2022 08:58 PDT)</small>	NAME/TITLE (Print or Type) Jessica Lopez, Bureau Chief	DATE SIGNED Mar 28, 2022
PHONE NUMBER (916) 653-1828	STREET ADDRESS 744 P Street	
EMAIL Jessica.Lopez@dss.ca.gov	CITY Sacramento	STATE ZIP CA 95814

**Budget Review Sheet**

To: Jennifer Morris  
Contract Officer

Assignment #: \_\_\_\_\_

Contract #: 21-3093

From: Pierre Lee  
Budget Bureau Phone No. 654-0713

Date Received: 12/2/2021  
Form 704 Form 944

Date Due: \_\_\_\_\_  
Form 704 Form 944

Contracting Parties: TALX Corporation

Subject: The CDSS has contracted with Work Number for counties to collect employers' reported data for participants' earnings, income, and hours worked for the purpose of CalFresh and CalWORKs eligibility administration.

**FUNDING INFORMATION**

Contract Term: 04/1/2022 - 3/31/2025 Contract Amount: \$ 37,920,000.00

FISCAL CODING/FUNDING INFORMATION											Fiscal Year				Total
Ref	Fund	Fund Title	Fund Type	Account	Alt Account	Program	PC Bus	Project	Reporting Structure	Service Location	21-22 Chp 69/21, Stat 2021	22-23 Chp __/22, Stat 2022	23-24 Chp __/23, Stat 2023	24-25 Chp __/24, Stat 2024	
101	0890	Federal	Federal	5432500	5432500000	4270010		5180558012	51809990	21103	\$ 819,000.00	\$ 3,432,000.00	\$ 3,975,000.00	\$ 3,150,000.00	\$ 11,376,000.00
141	0001	General	General	5432500	5432500000	4270037	5180	5180558012	51809990	11610	\$ 955,500.00	\$ 4,004,000.00	\$ 4,637,500.00	\$ 3,675,000.00	\$ 13,272,000.00
141	0890	Federal	Federal	5432500	5432500000	4270037		5180558012	51809990	21610	\$ 955,500.00	\$ 4,004,000.00	\$ 4,637,500.00	\$ 3,675,000.00	\$ 13,272,000.00
															\$ -
															\$ -
															\$ -
															\$ -
<b>Total Funding</b>											\$ 2,730,000.00	\$ 11,440,000.00	\$ 13,250,000.00	\$ 10,500,000.00	\$ 37,920,000.00

Acceptable as is     
  Disapproved     
  Additions/Revisions     
  No impact to my area

**Payment Terms:**     
  Itemized Invoice     
  Monthly Flat Rate     
  Quarterly     
  Progress Payment     
  Advanced Payment not to Exceed (x or x%)

Monthly Flat Rate     
  Reimbursement /Revenue     
  One-Time Payment     
  Withhold "X"%"     
  Other (explain)

Comments: Renewal to 17-3078 A-2.

Form 944 Final Signature: Peter Clevenger Date: 2/8/2022

\*\*\*\*\*  
 Copy of Review Response to Analyst     
  Copy of Contract to Analyst

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>21-3093</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>DSS-5180</b>
------------------------------------	----------------------------------------------------------------

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

CONTRACTING AGENCY NAME  
California Department of Social Services

CONTRACTOR NAME  
TALX Corporation

2. The term of this Agreement is:

START DATE  
April 1, 2022

THROUGH END DATE  
March 31, 2025

3. The maximum amount of this Agreement is:  
\$37,920,000.00 - Thirty-Seven Million Nine Hundred Twenty Thousand Dollars and 00/100

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	MSA 5-22-70-29, incorporated by reference and made part of this agreement as if attached hereto.	
+ - Exhibit D	County MOU	6

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

*These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

**CONTRACTOR**

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

CONTRACTOR BUSINESS ADDRESS 11432 Lackland Road	CITY St. Louis	STATE MO	ZIP 63146
----------------------------------------------------	-------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING Mike Bromley	TITLE VP / GM Equifax Government Solutions
------------------------------------------------	-----------------------------------------------

CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 03/29/2022
-----------------------------------------------------------------------------------------------------------------------	---------------------------

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME  
California Department of Social Services

CONTRACTING AGENCY ADDRESS 744 P Street, M.S. 9-6-747	CITY Sacramento	STATE CA	ZIP 95814
----------------------------------------------------------	--------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING Kären Dickerson	TITLE Deputy Director, Administration Division
---------------------------------------------------	---------------------------------------------------

CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED 3/29/22
--------------------------------------------------------------------------------------------------------------------------------	------------------------

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) PAAL: DSS-5180
----------------------------------------------------	---------------------------------------------

**EXHIBIT A**  
(Standard Agreement)

**SCOPE OF WORK**

The Federal Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 created sweeping welfare reform, highlighted by the requirement for beneficiaries to participate in employment or employment training as a condition to receive cash aid. To measure the State's success at meeting this requirement, the Work Participation Rate is used. California Work Opportunity and Responsibility to Kids (CalWORKs) and CalFresh participants' reported involvement of hours worked and earnings must be verified by their county case worker. Access to fast, accurate, and reliable data will help ensure the State's and counties' Work Participation Rate data is complete.

This Agreement entered into by the California Department of Social Services (herein referred to as CDSS) and TALX Corporation (herein referred to as Contractor) is necessary to provide all California counties with online access to The Work Number® Express Social Service services (the "Services") to verify income and employment for CalWORKs and CalFresh programs. Counties must obtain participants' consent, typically within the application for benefits, to access his or her employment information. Counties will provide a list to the CDSS and the Contractor, identifying case managers who are end users of the verification service, and the Contractor will provide the CDSS usage reports on the service at least monthly by county or as determined necessary by the CDSS.

The counties, if they choose to participate, will enter into a Memorandum of Understanding (MOU) – Exhibit D with the CDSS once the Agreement is executed. The Fair Credit Reporting Act (FCRA) regulations and safeguards apply to counties handling participants' information and include FCRA 15 United States Code 1681 that requires notice be provided to inform users of consumer reports of their legal obligations and can be found in full at the Consumer Financial Protection Bureau's (CFPB) website at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

The purpose of this Agreement is for the Contractor to provide the County Welfare Departments (CWDs) with the ability to verify income and employment of their counties CalWORKs and CalFresh participants.

**A. Contractor Responsibilities**

This Agreement is entered into by the CDSS and the Contractor for the purpose of allowing the Contractor to provide all participating California counties with verification information on the CalWORKs and CalFresh program participants' employment earnings and hours worked, including:

**EXHIBIT A**  
(Standard Agreement)

1. Provide California counties a statewide online employment verification service for employment work hours and income data furnished to the Contractor by employers.
2. Provide online access to any/all California counties that shall include the ability to register, authenticate, and monitor users and usage including monthly usage reports.
3. Provide search of employment status (Employment Verification) and income (Income Verification) by participant's Social Security Number and instantly identify if the participant has current, historical, or no employment information on file.
4. Provide capability for counties to order and retrieve an employment verification, which includes:
  - a. Employer name, address, and employment status; and
  - b. Number of hours worked in the year, if provided by the employer.
5. Provide capability for counties to order and retrieve an income verification, which includes:
  - a. Employer address, employment dates, and where available, position title;
  - b. Pay rate and up to one year of year-to-date gross income details; and
  - c. Up to one year of pay period details.
6. Provide at least weekly, and more frequently if necessary, batch access for submission of data files of participant's Social Security Numbers to be matched against the Contractor's income and employment data. There shall be no maximum to the number of participants that can be submitted for match. Contractor shall:
  - a. Match participants against employment data and return responses weekly, with the day of the match and responses to be determined mutually by the CDSS and the Contractor.
  - b. Configure the criteria for ordered automation batch verifications, e.g., only order verifications for active employment.
  - c. Provide the content of ordered batch verifications, which shall be the same as with the online application, in a standardized file format with the specifications to be provided to the CDSS by the Contractor. The Contractor shall not alter the response file specification without coordination with the CDSS.
  - d. Provide response files that are encrypted and transmitted to the designated local County's program file server.

**EXHIBIT A**  
(Standard Agreement)

- e. Provide Contractor-counties file exchanges by a method that supports full-automation without requiring human intervention.
- 7. Provide no-cost training to assist counties in utilizing the service, if necessary and requested by a county. Training shall be provided, as agreed upon by the requesting county and the Contractor, through a webinar, pre-recorded training, and/or over the phone based on availability of resources and as compatible with the requesting county's operating system and default browser.
- 8. Provide a relationship manager to work directly with the county liaisons to provide training and ongoing technical assistance.

**B. CDSS Responsibilities**

- 1. Prior to the effective date of the Agreement, and no less than thirty (30) days prior to the beginning of subsequent Agreement years, CDSS will identify their beginning service level for that given year as set forth in Exhibit B.
- 2. Allow use of this Service to those of the 58 California counties that sign and enter into an MOU with CDSS.
- 3. Notify the Contractor when the county has entered into an MOU with the CDSS and is able to be activated in and use the Contractor's system.
- 4. Facilitate the designation of a county liaison who will work with the Contractor to register users (no maximum users), initiate training requests, and resolve online access problems.
- 5. All printing will be sent to the California Department of General Services, Office of State Publishing (OSP). It is the responsibility of the CDSS Project Representative to obtain an exemption from OSP to competitively bid out any and all printing listed within this Agreement. The printing exemption process is managed by the CDSS Forms Management Unit.

**EXHIBIT A**  
(Standard Agreement)

**C. Project Representatives**

The Project Representatives during the term of this Agreement will be:

**CDSS**

Chris Daniels, Chief  
Data Stewardship Section  
Data Stewardship & Integrity Bureau  
744 P Street, MS 8-5-5  
Sacramento, CA 95814  
916-653-1428  
[DataAccessUnit@dss.ca.gov](mailto:DataAccessUnit@dss.ca.gov)

**CDSS**

Kimberly Brauer, Chief  
Program Integrity Section  
Data Stewardship & Integrity Bureau  
744 P Street, MS 8-5-5  
Sacramento, CA 95814  
(916) 651-5006  
[Kimberly.Brauer@dss.ca.gov](mailto:Kimberly.Brauer@dss.ca.gov)

**Contractor**

Rick Keene  
Account Executive – Public Sector  
11432 Lackland Rd  
St. Louis, MO 63146  
(530) 354-5711  
[Rick.Keene@equifax.com](mailto:Rick.Keene@equifax.com)

Either party may change the Project Representative but is required to provide written notification of the change to the other party within five (5) business days. Said changes shall not require an amendment to this Agreement.

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. Invoicing and Payment**

1. The maximum amount payable under this Agreement shall not exceed \$37,920,000.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

2021/22	\$2,730,000.00
2022/23	\$11,440,000.00
2023/24	\$13,250,000.00
2024/25	\$10,500,000.00

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services in accordance with the rates specified below.

Year	Fee Per Month	Block Transactions Included	Annual Block Price	Price per Additional Block (250,000 Transactions)
4/1/22 - 3/31/23	\$910,000	2,800,000	\$10,920,000	\$975,000
4/1/23 - 3/31/24	\$1,077,250	3,100,000	\$12,927,000	\$1,042,500
4/1/24 - 3/31/25	\$1,160,000	3,200,000	\$13,920,000	\$1,087,500

If the state exceeds the number of allotted income verifications in a given year, any additional transactions are billed at overage block pricing.

Online Employment Verifications, including Employment or SSN searches, shall be provided to the State at no additional cost.

The Contractor will also charge a monthly account service fee in the amount of \$4,000.00.

3. Invoices shall include the Agreement Number 21-3093 and Index Code 9990 and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Social Services  
Enterprise Data Management Branch  
744 P Street, MS 8-5-26  
Sacramento, CA 95814  
Attn: Chris Daniels  
Email: [DataAccessUnit@dss.ca.gov](mailto:DataAccessUnit@dss.ca.gov)



**EXHIBIT B**  
**(Standard Agreement)**

Pursuant to Office of Management and Budget (OMB) regulations (2 CFR 200.300 and 200.331), the Contractor shall provide the sub recipients with the Catalog of Federal Domestic Assistance (CFDA) Number and Program Title. Invoices shall also include the CFDA Number and Title:

CFDA Number: 93.558

CFDA Program Title: Temporary Assistance for Needy Families

CFDA Number: 10.561

CFDA Program Title: State Administrative Matching Grants for the Supplemental Nutrition Assistance Program

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

## **EXHIBIT A: STATEMENT OF WORK**

### **1. Scope**

The Department of General Services (“DGS”), Procurement Division (“PD”), hereinafter referred to as the “State” or “DGS-PD,” is contracting for The Work Number® Express Social Service Verification and The Work Number® Employment Verification (Instant VOE) services State Agencies and Local Governmental Agency Users (defined as any city and/or county, district, or other local governmental body or corporation, including the California State Universities (“CSU”), University of California (“UC”) systems, and Californian K-12 schools and community colleges empowered to expend public funds) (hereinafter collectively referred to as “User Agencies” or a “User Agency” in the singular). The State and TALX Corporation (a provider of Equifax Verification Services) a Missouri corporation (hereinafter referred to as the “Contractor” or “EVS”), hereby agree that the Contractor will provide The Work Number® Express Social Service Verification and The Work Number® Employment Verification (Instant VOE) services to User Agencies in accordance with the terms and conditions of this Master Service Agreement (“MSA” or “Agreement”).

Prior to rendering services, User Agencies and Contractor must execute a separate User Agreement that incorporates all of the terms of this MSA by reference and may contain additional specific terms and conditions, none of which may alter, rescind, or be in conflict with the terms and conditions of this MSA. For State Agencies, such User Agreements shall be in the form of the “Standard Agreement, STD 213” (“STD 213”) and, for Local Governmental Agencies, shall be the appropriate equivalent contract form as determined by its procurement policies and regulations. All STD 213s, and Local Governmental Agency forms must include the MSA number and incorporate by reference all the terms and conditions of the MSA.

The duly executed agreement is herein referred to as the “User Agreement.”

### **2. Agreement Term**

The term of this MSA is for a three (3) year period, with the start and end date noted on the attached Standard Agreement, STD 213 (the “Effective” term). The State, at its sole discretion, may extend the agreement for two (2) additional one (1) year periods, or portions thereof, at the same rates, terms and conditions.

Contractor agrees to honor all User Agreements made prior to MSA expiration or termination at the same rates, terms and conditions. All User Agreements and orders issued against this MSA must be fulfilled/completed in its entirety within twelve (12) months following the MSA End Date.

In the event of a discrepancy and/or inconsistency between the articles, attachments, or provisions which constitute this Agreement, the order of precedence shall apply in the sequence stated below in Section 3.

### **3. Order of Precedence**

In the event of any inconsistency between articles, attachments, specifications or provisions which constitute this Agreement, the following order of precedence shall apply:

- a. All federal, state, local laws and regulations
- b. Exhibit A: Statement of Work
- c. Exhibit B: Budget Detail and Payment Provisions
- d. Exhibit C: General Provisions (As Modified)
- e. Exhibit D: Insurance Requirements
- f. Exhibit E: Special Terms and Conditions
- g. Exhibit F: Terms and Conditions Applicable to The Work Number® Services
- h. Attachment B.1: Rate Sheet
- i. Attachment 1: Data Security
- j. Attachment 2: User Agency Obligations
- k. Attachment 3: Notice to Users of Consumer Reports: Obligations of Users Under the FCRA
- l. Attachment 4: Vermont Fair Credit Reporting Contract Certification

#### **4. Contract Administration**

- a. The Contractor shall provide the DGS-PD State Contract Administrator the name, address, telephone number and e-mail address of its Contract Administrator directly responsible for managing this Agreement. Should the Contractor's Contract Administrator change or any of its contact information change, the Contractor shall provide the DGS-PD State Contract Administrator updated information no later than ten (10) business days after the date of such change. The Contractor is responsible for notifying all contracting User Agencies in writing of any changes to a contact person, address, telephone numbers, or any other information deemed important to the functionality of the Agreement.
- b. The DGS-PD State Contract Administrator will be identified in the MSA User Instructions.

#### **5. Responsibilities**

- a. Contractor is responsible for the following:
  - i. Agrees to perform and deliver the services in accordance with the terms of this Agreement and applicable User Agreements at the rates identified in Attachment B.1, Rate Sheet.
  - ii. Respond to orders from User Agencies.
  - iii. Shall not provide any services to User Agencies, except those services that are specifically identified in the MSA, and as not prohibited by applicable law.
- b. The User Agency is responsible for the following:
  - i. Developing User Agreements that include, but are not limited to:
    - a) Scope, budget, schedule, and term;
    - b) Services required;
    - c) Authorized User(s) information and locations.
  - ii. Designating individual(s) able to make decisions regarding the User Agency's program needs and requirements.
  - iii. Executing and administering the User Agreement in accordance with this Agreement.
- c. Department of General Services is responsible for the following:
  - i. DGS is responsible for executing and administering the MSA.

## 6. Purchasing

The following terms and conditions apply to purchases made under this MSA.

- a. User Instructions—User Agencies may purchase under this MSA by following the User Instructions published by Procurement Division at the Cal eProcure website:  
<https://www.caleprocure.ca.gov/pages/index.aspx>.
- b. Services
  - i. Contractor operates The Work Number (“TWN”), a service used to verify employment and income information about any individual (“Consumer”), and various other services (“EVS Services”) used to verify certain Consumer information (TWN and EVS Services are collectively referred to herein as the “Services”).
  - ii. Contractor will provide the relevant User Agency with automated access to certain employment and/or income data (“Data”) furnished to Contractor by employers, TWN and the Services will provide the User Agency with access to certain other information (“Information”) as described in the Schedule, Rate Sheet, Attachment, Exhibit, this Agreement, or relevant User Agreement.
  - iii. The Work Number® Express Social Service Verification and The Work Number® Employment Verification (Instant VOE), as mentioned herein, are part of TWN and the Contractor’s Services as defined herein.
  - iv. Contractor shall:
    - a) Provide access to Contractor’s digital verification services to User Agencies upon a User Agency’s registration and certification with Contractor.
    - b) Provide online access to User Agencies that shall include the ability to register, authenticate and monitor individuals and usage including monthly usage reports, the contents of which shall be agreed upon by the Contractor and User Agency, prior to a User Agreement being executed.
    - c) Provide search of employment and income status by Social Security Number and/or first name, last name, and date of birth and in real-time identify if the individual(s) searched has current, historical or no information on file.
    - d) At no additional cost, Contractor shall provide training, if necessary and requested by User Agency, to assist in utilizing the service. Training shall be provided, as agreed upon through virtual, pre-recorded training and/or over the phone based on availability of resources and as compatible with the User Agency’s operating environment.
- c. **Service Plans:**

Contractor shall provide access to its services for User Agencies to order and retrieve the following, if available, should include:

- i. **The Work Number® Express Social Service Verification.** A Social Service verification report provided via the Service (“Verification Report”) will include, without limitation and as available, the Consumer’s (i) employer name, (ii) employment status, (iii) employer address, (iv) employment dates, (v) position title, (vi) medical and dental insurance information, (vii) employer wage garnishment address, (viii) pay rate, (ix) up to three (3) years of year-to-date gross income details, and (x) up to three (3) years of pay period detail. Data provided may be from current or prior employers.
  - ii. **The Work Number® Employment Verification (Instant VOE).** An Employment Verification includes, where available, the Consumer’s (i) Information Current as of Date, (ii) Social Security Number, (iii) Employee Name, (iv) Original Hire Date, (v) Termination Date, (vi) Employer Name, (vii) Employer Address, (viii) Employment Status, (ix) Most Recent Hire Date, (x) Total Time with Employer, and (xi) Job Title. Instant VOE obtained pursuant to this Schedule B.1 may provide Data from current employers or prior employers.
  - iii. Additional services may be added upon request of the Contractor or User Agency, at the discretion of the State. Additional services may be added with an amendment in accordance with Exhibit C, Section 2 if pursued.
- d. **New Databases, Features, Services and Platforms**—Contractor may offer to DGS new databases, features, services, or platforms released during the term of this MSA. Prior to the Contractor making any new offerings available to the User Agencies, the State Contract Administrator will be notified of such offerings and will determine whether to utilize them and whether an MSA Amendment shall be executed.
- e. “Authorized Users” – Only users as authorized by the User Agency may access and use Contractor’s services under the terms of this Agreement, and such use must be solely for the permissible purpose(s) directly related to the User Agency’s work as represented in its User Agreement and in accordance with applicable law. This provision explicitly does not override or limit Contractor’s responsibilities, obligations, and procedures for credentialing, verifying, onboarding of, and monitoring use of the Services and Data by a User Agency and its Authorize User(s).

## 7. Technical Support

- a. Contractor shall provide technical and customer support 24/7 at no additional cost.
- b. Contractor shall provide Technical Support to User Agencies 24/7 via phone at 888-228-7783 or online at <https://theworknumber.com/contact>. If Technical Support information changes, Contractor shall notify the State and User Agencies online or in writing, as soon as practical or within five (5) business days.

## 8. Training

Web-based training, online self-training, or onsite training - in the event mutually agreed upon by the parties - modules will be provided at no charge for all authorized users.

## **9. Warranty**

Contractor warrants that the Service will be performed in all material respects in a reasonable and workmanlike manner and in compliance with laws and regulations applicable to Contractor's performance thereof. The State acknowledges that the ability of Contractor to provide accurate information is dependent upon receipt of accurate information from employers. Contractor does not warrant that the Service will be error free. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, CONTRACTOR MAKES NO OTHER WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF GOOD TITLE, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF CONTRACTOR KNOWS OF SUCH PURPOSE.

Any warranties in this subsection begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by the Contractor, or (C) misuse by the State. All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, User Agencies, and governmental users of the Deliverables or services.

## **10. Rate Increases**

The rates specified in Attachment B.1: Rate Sheet are in effect for the agreement term; however, Contractor may request a price increase for Agreement extensions in accordance with the following procedure:

The State may authorize rate increases should the State decide to execute the option to extend the Agreement. The rate price increase shall in no case exceed the Consumer Price Index (CPI) for the previous calendar year, nor shall it exceed a maximum of 5% increase. A written request for the rate increase must be submitted to the DGS-PD Contract Administrator at least ninety (90) days prior to the effective date. Rate increase will not be effective until an amendment is fully executed and posted on Cal eProcure. Future rate increases will only be applicable to User Agreements executed after the rate increase becomes effective. The CPI is calculated according to the Consumer Annual Average for California which Contractor will find at the State of California, Department of Finance, Economic Research Section, Sacramento, California.

Contractor reserves the right to increase all Fees pursuant to the terms of the Agreement, after the initial three (3) year term.

## **11. Termination**

The State may terminate the MSA or cancel a portion of the service for any reason with thirty (30) days written notice. User Agencies may terminate their User Agreement(s) or cancel a portion of the service for any reason with thirty (30) days written notice.

## 12. Health and Safety

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies, as applicable. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

## 13. Local Governmental Agency Incentive Fee

- a. For all Local Government Agency transactions invoiced against the MSA, the Contractor will be required to remit to the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes, freight, returned products and credits. (Example, if the net Local Governmental Agency sales for a month totals \$100,000.00, the incentive fee due to DGS-PD would be \$1,250.00.) Local Government Agencies include cities, counties, and special districts empowered to expend public funds (PCC section 10298). Local Government Agencies also include government entities in other states, as well as California non-executive branch departments including the University of California and California State University.
- b. This Incentive Fee shall not be included in the User Agency's purchase price, nor invoiced or charged to the User Agency. All prices quoted to Local Governmental Agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees. Payment by the Contractor shall be made quarterly to DGS-PD irrespective of whether each User Agency has paid Contractor for services.
- c. Failure to submit correct Usage Reports and payments on a timely basis shall constitute grounds for default of this Agreement. Usage Reports and payments are due quarterly for the reporting period in a format to be prescribed by the DGS-PD. (Note: If the due date is on a Saturday or Sunday, the due date will be the Monday following.)
- d. Payment may be made in the form of an electronic payment using PD EPAY or by submitting a check payable to the State of California, Department of General Services. Along with each payment, a Usage Report, filtered in Excel to include only Local Government Agency sales, shall be submitted to the State Contract Administrator. Usage Report requirements will be communicated in writing to the Contractor by the State Contract Administrator. The State reserves the right to change Usage Report requirements at any time throughout the term of the MSA.
- e. To submit Incentive Fees through PD EPAY, users must register on the DGS-PD [LPA Payment Portal](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal>).

Incentive Fee payments made by check shall be submitted to the following address:

Department of General Services  
Procurement Division  
Multiple Award Programs Section  
Attn: MAPS Payment Processing  
707 Third Street, 2nd Floor  
West Sacramento, CA 95605

## 14. Reporting

- a. Contractor shall submit quarterly Usage Reports for all User Agencies to the State's Contract Administrator no later than the end of the month following the quarterly period.
- b. Contractor shall provide a quarterly Usage Report on an Excel spreadsheet transmitted electronically to the DGS mailbox at [masters@dgs.ca.gov](mailto:masters@dgs.ca.gov).
- c. Contractor shall remit a quarterly Usage Report to the Department of General Services for services provided under this Agreement. The quarterly Usage Reports include, but are not limited to, the following information:
  - i. Date of each agency transaction
  - ii. User Agency name (department, agency, etc.)
  - iii. State or Local Agency
  - iv. Invoice number issued by the Contractor
  - v. Corresponding User Agency's User Agreement, Purchase Order or Contract number
  - vi. Plan or option purchases
  - vii. Contract Price, and total amount of invoice
  - viii. Local Agency Incentive Fee

The State reserves the right to request additional reporting information or to change the reporting requirements and/or format at any time without an amendment to this Agreement.

- d. Usage Reports are due each quarter as follows:

Reporting Period	Due Date
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31



## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

### **1. Budget Contingency**

It is mutually agreed that if the State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect, or shall be limited in use to reflect the relevant/applicable appropriate funds amount. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

### **2. Invoices**

#### **A. Submission of Invoices**

1) The Contractor shall submit itemized invoices to the User Agency contact person at the address contained in the Requesting Agency's User Agreement. The following information should be included in all invoices:

- a) DGS MSA Agreement Number
- b) User Agency Agreement Number
- c) User Agency Order Number
- d) User Agency Billing Code
- e) User Agency Name
- f) User Agency Address
- g) Description of services ordered
- h) Pricing information, which shall not exceed rates listed on Attachment B.1, Rate Sheet.

B. The User Agency contact person will verify and approve, or dispute, the invoiced items. If the User Agency does not approve the invoiced items, the invoice will be disputed and returned to the Contractor for correction.

#### **C. Billing Options:**

The User Agency using this MSA may have unique billing needs. Contractor shall work with the User Agency to provide the User Agency with a billing system that meets the User Agency's needs.

### **3. Rates**

The maximum rates for Services to be provided in the MSA are listed in Attachment B.1, Rate Sheet.

### **4. Fees**

All Fees (except the one-time Setup Fee) shall apply during any Term.

### **5. Invoices**

User Agency may be invoiced electronically through Contractor's Electronic Invoice Presentation & Payment (EIPP) program if User Agency so designates, if not, a User Agency will be billed on paper.

If User Agency, in good faith, disputes any portion of an amount invoiced, User Agency shall pay the undisputed amount as it in good faith believes to be correct and provide written notice stating the reasons why the remaining disputed amount is incorrect, along with supporting documentation.

**6. Invoice Disputes**

All disputes must be submitted to Contractor in writing.

In the event the Parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights hereunder. For the avoidance of doubt, invoices issued which reflect a price change or pertain to fees for service description modifications that have been accepted according to the terms of this Schedule, shall be deemed correct invoices for purposes of this section.

**7. Payment**

Payment for services performed under this Agreement will be made upon satisfactory completion of services rendered. The Contractor shall invoice User Agencies in arrears upon successful completion of services.

**8. Prompt Payment Clause**

Payment will be made in accordance with, and within the forty-five (45) day time specified in Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT C: GENERAL PROVISIONS (AS MODIFIED (3/18/2022))**

General Terms and Conditions:

1. **Approval:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **Amendment:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **Assignment:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **Audit:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. 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, 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. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **Indemnification:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **Disputes:** Contactor shall continue with the responsibilities under this Agreement during any dispute.
7. **Termination for Cause:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **Independent Contractor:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **Recycling Certification:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **Non-Discrimination Clause:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)  
  
Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
11. **Certification Clauses:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **Timeliness:** Time is of the essence in this Agreement.

13. **Compensation:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **Governing Law:** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **Antitrust Claims:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - a. The Government Code Chapter on Antitrust claims contains the following definitions.
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. **Child Support Compliance Act:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. **Priority Hiring Considerations:** If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. **Small Business Participation and DVBE Participation Reporting Requirements:**
- a. If for this Agreement Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Agreement Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. **Loss Leader:** If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. **Complete Integration:** This Agreement, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Agreement.
22. **Compliance with Statutes and Regulations:**
- a) The State and the Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage, or liability by reason of the Contractors violation of this provision.
  - b) The State will notify the Contractor of any such claim in writing and Contractor will tender the defense thereof within a reasonable time; and
  - c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
  - d) To the extent that this Agreement falls within the scope of Government Code Section 11135, the Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.
23. **Contractor's Power and Authority:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Agreement.
- a. The State will notify the Contractor of any such claim in writing and Contractor will tender the defense thereof within a reasonable time; and
  - b. The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services

will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

24. **Waiver of Rights:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
25. **Warranty:**
- a. The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software.
26. **Confidentiality of Data:** All financial statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the state and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.
27. **News Releases:** Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Agreement shall not be made without prior written approval of the Department of General Services.
28. **Documentation:** The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the services provided.



29. **Rights to Service and Work Product:** The Service and the Data are proprietary to Contractor; and all rights to the Service and Data are proprietary to and reserved by Contractor. The State shall not have rights in the work product produced by Contractor as the Service and Data are shared services and not prepared solely for the State or this Agreement.
30. **Patent, Copyright and Trade Secret Indemnity:**
- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third-party claims, subject to the requirements in (b) below, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by the Services, when used for their intended purposes provided hereunder. With respect to claims arising from computer services provided by a third-party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third-party ("Third-Party Obligation") and will cooperate in enforcing them; provided that if the third-party provider fails to honor the Third-Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third-Party Obligation, but in no event greater than that called for in the first sentence of this Section). The provisions of the preceding sentence apply only to third-party services sold as a distinct unit and accepted by the State.

Unless a Third-Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

- i. The State will notify the Contractor of any such claim in writing and Contractor shall tender the defense thereof within a reasonable time; and
  - ii. The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Should the Deliverables, or the operation thereof, become the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor, at the State's option and expense, (i) to procure for the State the right to continue using the Deliverables, (ii) to replace or modify the same so that they become non-infringing, or (iii) terminate such Agreement, or applicable portions thereof, or the resulting User Agreements, without penalty or termination charge.
- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
- i. The use of the Services in a manner other than as permitted in this Agreement or a User Agreement or as otherwise designed or intended; or
  - ii. Use of the Services in a manner other than as specified in the product guidelines or specifications, installation instructions, operating instructions, on-line help, or other

- similar items describing the capabilities of, or instructions for, the Services that Contract generally makes available to the State and User Agencies; or
- iii. The use, operation, or combination of the Services with equipment, software, data, or materials not provided by the Contractor; or
  - iv. The State's or a User Agency's continuance of allegedly infringing activity after being informed of the infringement and provided with modifications that would avoid the alleged infringement; or
  - v. Any unauthorized modification of, or connection to, the Services initiated by the State, a third-party at the State's direction, or a User Agency; or
  - vi. The combination or utilization of other Services furnished hereunder with non-Contractor supplied Services.

- d) The 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 Contract for the acquisition, operation, or maintenance of computer Software in violation of copyright laws.

31. **Limitation of Liability:**

- a) Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate User Agreement price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or Service(s) that gave rise to the loss, such that the Contractor will have a separate limitation of liability for each purchase order.
- b) The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations" (ii) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by the Contractor's negligence, willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that the Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that the Contractor's liability for such damages arises out of sub- section b) (i), b) (ii), or b) (iv) above.

32. **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.
33. **Future Releases:** Unless otherwise specifically provided for in this Agreement, and/or a Statement of Work, Schedule, Purchase Order, or Rate Sheet as applicable, should Contractor offer improved versions (e.g., patches, bug fixes, updates, or releases) of the Services then contracted for, and such improved versions are made available to Contractor's general clientele, such versions will be made available to the State. The improved versions of the Services will be provided at no additional cost only if such improvements are offered to Contractor's general clientele clients at no additional cost. If the Contractor offers improved versions of the Services, such items shall be made available to the State at a price no greater than the then current Rate Sheet price plus an increase proportionate to the increase from the list price of the original version of the Services to that of the improved version of the Services, if any. If the improve to the Services has no list price, such price increase will be proportionate to the increase in average price from the original to the improved version, if any, as estimated by the Contractor in good faith. Contractor shall provide thirty (30) day written notice of such planned improvements that result in a price increase to the State and the relevant User Agencies. Absent written notice of termination from a User Agency and/or State within the thirty (30) day notice period to Contractor, the User Agency and State shall be deemed to have consented to the modification.
34. **Taxes:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract. A relevant User Agency shall be treated as tax exempt upon the receipt of a tax-exempt certification, and any applicable renewed or updated certificates.
35. **Data Breach:** Unless otherwise stated in the Statement of Work,
- a) Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:
    - 1) The nature of the Data Breach;
    - 2) The Data accessed, used or disclosed;
    - 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
    - 4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and

- 5) What corrective action Contractor has taken or will take to prevent future Data Breaches.
- b) Contractor will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the State's satisfaction.
  - c) Contractor shall quarantine the Data Breach, ensure secure access to Data, and repair SaaS as needed in accordance with the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
  - d) Notwithstanding anything to the contrary in the General Provisions - Information Technology, in performing services under this Contract, and to the extent authorized by the State in the Statement of Work, Contractor may be permitted by the State to use systems, or may be granted access to the State systems, which store, transmit or process State owned, licensed or maintained computerized Data consisting of personal information, as defined by Civil Code Section 1798.29 (g). If the Contractor causes or knowingly experiences a breach of the security of such Data, Contractor shall immediately report any breach of security of such system to the State following discovery or notification of the breach in the security of such Data. The State's Chief Information Security Officer, or designee, shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
  - e) Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.
36. **Applicable Law:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

## **EXHIBIT D: INSURANCE REQUIREMENTS**

### **1. Proof of Insurance**

Contractor shall provide proof of insurance, in the form of a certificate to the State. Insurance companies must have an AM Best rating of no less than A- and an AM Best financial size category of no less than VII.

### **2. General Provisions Applying to All Policies**

- I. **Coverage Term** – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate shall be sent to the State within (30) days following the expiration of this insurance. Any new insurance must still comply with the original terms of the Agreement.
- II. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five (5) business days before the effective date of any cancellation or non-renewal that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, suspend or terminate this Contract upon thirty (30) days' notice from the occurrence of such event in which Contractor may remedy the lapsed insurance coverage in question, subject to the provisions of this Contract.
- III. **Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- IV. **Primary Clause** – Any general liability, automobile liability, umbrella liability, and Workers' compensation coverages and limits required to be maintained by Contractor under this Agreement shall be primary, and non-contributory, to any insurance coverage, if any, maintained by the State, but only to the extent that Contractor is found to be solely liable.
- V. **Insurance Carrier Required Rating** – All insurance companies must carry an A.M. Best rating of at least A-VIII. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- VI. **Endorsements** – Any special requests such as additional insured status, waiver of subrogation, or other requirements must be included in the request for a certificate of insurance. Certificates shall be mailed or emailed directly to the State, unless other instructions are so provided, to the contact name at the fax number, e-mail, and/or address listed in the relevant request for certificate of insurance.
- VII. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the Contractor obligations under the Agreement.
- VIII. **Subcontractors** - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, Contractor shall require from subcontractors, and share copies of the provided, evidence of insurance to the State, applicable to the work being done.

### **3. Commercial General Liability**

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products, completed operations, and contractual liability coverage for the indemnity provided under this Agreement. Coverage shall be written on an occurrence basis in an amount not to be less than \$1,000,000 per occurrence.

Annual aggregate limit shall not be less than \$2,000,000. **The State of California, its officers, agents, officials, and employees are to be covered as additional insureds with respect to liability arising out of work or operations. This additional insured endorsement may be blanket or automatic and Contractor's insurance shall be primary and non-contributory.**

**4. Auto Liability**

If applicable to the Services rendered, Contractor shall maintain motor vehicle liability coverage with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract. If contractor will not have any commercially owned vehicles used during the life of this Agreement, by signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage on a personal vehicle. The Contractor and any employees, subcontractors, or servants operating a personal vehicle must maintain at least \$100,000 limit of personal auto insurance or state minimums (where garaged), whichever is higher. The Contractor will maintain excess insurance over an employee's personal coverage, in the event there is a claim that exceeds personal insurance limits. The State reserves the right to request proof at any time, if needed.

**5. Workers' Compensation and Employer's Liability**

Workers' Compensation insurance as required by the State of California, if applicable, shall require (A) Workers' Compensation Limit: Statutory and (B) Employer's Liability: (1) Bodily Injury by Accident, for Each Accident: \$1,000,000 (2) Bodily Injury for Each Employee by Disease: \$1,000,000 and (C) Policy Limit for Bodily Injury by Disease: \$1,000,000.

**6. Professional Liability (a/k/a Errors & Omissions Insurance) including Network Security & Privacy Liability (a/k/a Cyber)**

Policy will include coverage for actual or alleged breach of duty, act, error, omission, misstatement, misleading statement or neglect in the rendering of or failure to render the services under this Agreement. Coverage will include notification costs, privacy violations, information theft, damage to or destruction of electronic information, extortion, and network security. Policy will also include coverage for liability as a result of a data security breach or violation of consumer data protection laws. The professional liability insurance and network security and privacy liability insurance may be maintained under a combined policy or via separate policies. Aggregate Limit: \$10,000,000.00.

## **EXHIBIT E: SPECIAL TERMS AND CONDITIONS**

The following special terms and conditions shall apply due to the nature and heavily regulated status of the Services, Data, and Information received by the State in accordance with this Agreement:

### **1. Additional Incorporated Documents**

The following additional documents are attached, incorporated herein, and made a part of this Exhibit E and the Agreement and the applicable User Agreement hereof by this reference. The State will maintain on file, all documents referenced herein and any subsequent updates.

- A. Attachment 1 - Data Security
- B. Attachment 2 - User Agency Obligations
- C. Attachment 3 - Notice to Users of Consumer Reports: Obligations Of Users Under The FCRA
- D. Attachment 4 - Vermont Fair Credit Reporting

### **2. Assignment**

This Section 2 shall be read as a supplement to, and not contradictory with, Section 3 of Exhibit C pertaining to Assignment. The Agreement may not be assigned or transferred by the State without Contractor's prior written consent.

### **3. Disputes**

This Section 3 shall be read as a supplement to, and not contradictory with, Section 6 of Exhibit C pertaining to Disputes. The obligation of Contractor contained in Section 6 shall not require Contract to continue to provide Services to a relevant User Agency if such provision of Services to that User Agency would put Contractor, the State, and/or the User Agency at reasonable risk of violating applicable federal or state law regarding the provision of such Services. Some scenarios are contemplated within this Agreement, but others may arise.

### **4. Suspension for Cause**

This Section 4 shall be read as a supplement to, and not contradictory with, Section 7 of Exhibit C pertaining to Termination for Cause. If Contractor has a commercially reasonable belief that a relevant User Agency(ies) has breached an obligation under this Agreement, including its Attachments, Exhibits, Schedules, Rate Sheets, or the applicable User Agreement, including but not limited to those governing the security, use, and treatment of Data, Information and the Services as outlined herein and in accordance with applicable law, Contractor shall, at its option and reserving all other rights and remedies, suspend or limit the service to the applicable User Agreement(s), immediately upon twenty-four (24) hours' notice to the relevant User Agency(ies) with copy to the State. Unless reasonably required by the circumstances, and as permitted under applicable law, Contractor shall suspend or limit a User Agency's access to, and use of, the Service prior to resorting to indefinite suspension. Such suspension shall be for the relevant User Agency(ies) involved in the possible contract breach. To the extent permitted under applicable law, Contractor shall provide the relevant User Agency(ies), with copy to the State, with a cure notice, consisting of a thirty (30) day cure

window, detailing the believed breach, possible resolutions (if any), and anticipated future steps. If User Agency fails to take the needed actions to cure or the cure cannot be remedied within thirty (30) days, Contractor, in consultation with DGS may indefinitely suspend the participating entity's User Agreement. Contractor shall be permitted to continue the suspension of a User Agency's access to the Services during this thirty (30) day period, if Contractor reasonably believes it is permissible under applicable law. In the event that a User Agency is in indefinite suspension status, Contractor does not have to enter into a new User Agreement with that User Agency.

## **5. Audit**

This Section 5 shall be read as a supplement to, and not contradictory with, Section 4 of Exhibit C pertaining to audit terms and conditions. In order to determine the State and any User Agency(ies) compliance with this Agreement and the FCRA, Contractor or its designated representative shall have the right, from time to time, to: (1) upon reasonable notice to the State and/or relevant User Agency(ies), enter into the relevant entities' facilities during normal business hours and conduct on-site audits of the relevant entities' practices and procedures relating to the State or User Agency(ies)' request for and use of consumer reports; and (2) conduct audits by mail, email or similar electronic means that may require the State and/or relevant User Agency(ies) to provide documentation regarding permissible purposes for particular consumer reports ordered by relevant entity(ies). The State and/or relevant User Agency(ies) shall promptly provide Contractor with copies of or access to all requested documents and records and cooperate with Contractor in all such audits, Additionally, the State and/or applicable User Agency(ies) shall comply with the procedures, terms, and conditions regarding compliance audits as outlined in Attachment 2 Sections 1.N and 1.E which are incorporated in this Section 5 by reference Contractor's obligations in Section 3 of Exhibit C shall not require Contractor to breach applicable law restrictions, legal orders from a court with valid jurisdiction, contractual confidentiality obligations, consumer privacy and confidentiality obligations, or public disclosure rules related to its status as a publicly traded company.

## **6. Notices**

Every notice required under this Agreement, as it specifically relates to, or arises from, the administration of this Agreement, may be (i) sent by electronic delivery to the contract administrator's email address; (ii) mailed first class postage prepaid or by other courier or delivery service to the contract administrator; or (iii) sent through other electronic means, including but not limited to, through the State's online or integrated access to the Service. Every notice shall be effective upon the following as applicable: (i) day of email sent; (ii) delivery by an overnight or other courier or delivery service, or three (3) days after pre-paid deposit with the postal service; or (iii) date of electronic notification through the State's online or integrated access to the Service.

Each party's contract administrator in accordance with Section 4 of Exhibit A shall be the person to receive notices herein. Changes or updates to the contract administrator's information shall comply with Section 4 of Exhibit A. Such notice requirements shall equally apply between a User Agency and Contractor and be incorporated through the User Agency's



applicable User Agency Agreement. The State's and Contractor's contract administrator information shall be included in the then applicable User Instructions.

**EXHIBIT F: Terms and Conditions Applicable to The Work Number® Services**

**I. Terms and Conditions Applicable to The Work Number® Services**

**A. User Agency Representation**

User Agency represents that it has authorization from the Consumer authorizing User Agency to verify income Data. User Agency need not use any particular form of authorization for an income verification, provided the authorization is auditable and demonstrates to a reasonable degree of certainty that the Consumer has authorized User Agency to receive the income Data.

**B. Modification of Service Description.** Contractor may modify The Work Number® Service descriptions by notifying the State. Upon receipt of such notice, the State may execute an amendment, which would be signed by the State and Contractor. Modification of services under this Agreement can only be issued by an amendment.

**C. Input Requirements.**

1. **Online.** User Agency shall request access to Data and Service by inputting the Consumer's social security number at the relevant Contractor website.
2. **Batch.** User Agency, if exercising this option, shall request the Data and Service be delivered via batch by creating and delivering a request file of a minimum of fifty thousand (50,000) social security numbers to Contractor using Contractor's standard format and secure batch website. User Agency is required to specify desired date range for batch processing. Upon submission of a file, User Agency is obligated to pay all resultant Fees in accordance with the Agreement.

**D. Delivery.**

1. **Online.** The Service will be delivered online, providing automated access to requested Data.
2. **Batch.** Upon submission of a file, User Agency is obligated to pay all resultant Fees in accordance with Attachment B.1. Following a batch submission consistent with the input requirements, above, Contractor will deliver a return file of available Data via the secure batch website.
3. **Integration:** This Agreement must be amended if a User Agency wants to purchase The Work Number® Services through integration as a form of delivery.

**ATTACHMENT B.1: RATE SHEET**

See Attachment B.1: Rate Sheet

## **ATTACHMENT 1**

### **DATA SECURITY**

1. This Attachment 1 applies to any means, the MSA, and User Agreements, through which the User Agency orders or accesses the Services including, without limitation, system-to-system, personal computer or the Internet. For the purposes of this Attachment 1, the term “Authorized User” means a User Agency employee that User Agency has authorized to order or access the Services and who is trained on User Agency’s obligations under this Agreement with respect to the ordering and use of the Services, and the information provided through same, including User Agency’s FCRA and other obligations with respect to the access and use of Data.
2. User Agency will, with respect to handling any Data or Information provided through the Services:
  - A. ensure that only Authorized Users can order or have access to the Data,
  - B. ensure that Authorized Users do not order credit reports for personal reasons or provide them to any third party except as permitted by this Agreement,
  - C. inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment,
  - D. ensure that all devices used by User Agency to order or access the Data are placed in a secure location and accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,
  - E. take all necessary measures to prevent unauthorized ordering of or access to the Data by any person other than an Authorized User for permissible purposes, including, without limitation, limiting the knowledge of the User Agency security codes, member numbers, User IDs, and any passwords User Agency may use, to those individuals with a need to know, changing User Agency’s user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Data, or if User Agency suspects an unauthorized person has learned the password, and using all security features in the software and hardware User Agency uses to order or access the Data. Additionally, perform at least quarterly entitlement reviews to recertify and validate authorized users access privileges,
  - F. in no event access the Data via any unsecured wireless hand-held communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals and portable data terminals,
  - G. not use non-company owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) to store the Data. In addition, Data must be encrypted when not in use and all printed Data must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose,
  - H. if User Agency sends, transfers or ships any Data, encrypt the Data using the following minimum standards, which standards may be modified from time to time by Contractor: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms,

- I. not ship hardware or software between User Agency's locations or to third parties without deleting all Contractor User Agency number(s), security codes, User IDs, passwords, User Agency user passwords, and any consumer information,
  - J. monitor compliance with the obligations of this Attachment 1, and immediately notify Contractor if User Agency suspects or knows of any unauthorized access or attempt to access the Data, including, without limitation, a review of Contractor invoices for the purpose of detecting any unauthorized activity.
  - K. if, subject to the terms of this Agreement, User Agency uses a Service Provider to establish access to the Data, be responsible for the Service Provider's use of User Agency's member numbers, security access codes, or passwords, and User Agency will ensure the Service Provider safeguards User Agency's security access code(s), User IDs, and passwords through the use of security requirements that are no less stringent than those applicable to User Agency under this Attachment 1,
  - L. use commercially reasonable efforts to assure data security when disposing of any consumer report information or record obtained from Contractor. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of User Agency's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records,
  - M. use commercially reasonable efforts to secure Data when stored on servers, subject to the following requirements: (i) servers storing Data must be separated from the Internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect Data through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing Data, which must include authentication and passwords that are changed at least every 90 days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available,
  - N. not allow Data to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices, and
  - O. use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review.
  - P. Adhere to all security features in the software and hardware User Agency uses to order or access the Services, including the use of IP restriction,
  - Q. Provide immediate notification to Contractor of any change in address or office location and are subject to an onsite visit of the new location by Contractor or its designated representative, and
  - R. In the event User Agency has a security incident involving Contractor Confidential Information, User Agency will fully cooperate with Contractor in a security assessment process and promptly remediate any finding.
3. A cloud service provider ("CSP") is a company that offers a component of cloud computing. CSPs generally offer Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS). User Agency may use a CSP to process, transmit, or store Data and Information, subject to the requirements below.

- A. User Agency may use Amazon Web Services, Google Cloud Platform, Microsoft Azure, or Salesforce exclusively as their CSP, so long as User Agency certifies its CSP has the following minimum requirements: (i) Data and Information at rest is encrypted at a minimum of AES-256; (ii) Data and Information shall be encrypted in transit both internally and externally at a minimum of TLS version 1.2 and/or AES-128; (iii) User Agency shall manage all encryption keys within the User Agency's CSP; (iv) an inventory shall be kept of all Data and Information within the cloud environment; (v) Data and Information shall be logically and/or physically separated in multi-tenant environments in accordance with industry standards; and (vi) access control standards that include: user provisioning, regular access reviews, password requirements, need to know permissions, and least privilege principles.
  - B. For all other CSPs, User Agency certifies that User Agency will, and will contractually obligate its CSP to, follow Contractor's minimum requirements: (i) Data and Information at rest is encrypted at a minimum of AES-256; (ii) Data and Information shall be encrypted in transit both internally and externally at a minimum of TLS version 1.2 and/or AES-128; (iii) User Agency shall manage all encryption keys within the User Agency's CSP; (iv) an inventory shall be kept of all Data and Information within the cloud environment; (v) Data and Information shall be logically and/or physically separated in multi-tenant environments in accordance with industry standards; (vi) access control standards that include: user provisioning, regular access reviews, password requirements, need to know permissions, and least privilege principles; (vii) utilization of secure data destruction techniques shall be used to destroy Data and Information in accordance with industry standards; (viii) assets that are no longer needed for legal purposes shall be destroyed in accordance with industry standard; (ix) incident handling and forensic support shall be provided in the event of an investigation or Security Incident; (x) cloud hosted systems shall be patched at the most current levels and have vulnerabilities addressed in accordance with industry standards; (xi) information systems and infrastructures shall follow industry security hardening standard such as DISA STIG or CIS guidance; (xii) CSP's application environment shall be certified by an independent third party (SOC 2 Type 2), if operating in a hybrid environment, a SOC 2 Type 2 or equivalent shall also be required for the User Agency; (xiii) Third parties providing support services to the User Agency or User Agency's CSP shall not have access to Data and Information without prior consent of Contractor; (xiv) CSP shall have network-based Intrusion Detection Systems (IDS) and/or Intrusion Prevention Systems (IPS) tools deployed in or around the cloud network infrastructure; (xv) centralized logging and monitoring of the CSP's infrastructure/environment; and (xvi) User Agency shall utilize multi-factor authentication (MFA) to remotely access CSP's infrastructure/environment.
4. If Contractor reasonably believes that User Agency has violated this Attachment 1, Contractor may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to User Agency and at Contractor's sole expense, conduct, or have a third party conduct on its behalf, an audit of User Agency's network security systems, facilities, practices and procedures to the extent Contractor reasonably deems necessary, including an on-site inspection, to evaluate User Agency's compliance with the data security requirements of this Attachment 1.

## **ATTACHMENT 2**

### **USER AGENCY OBLIGATIONS**

#### **1. User Agency Obligations:**

- A. User Agency shall comply with the terms set forth in this Agreement, and each Schedule or Exhibit attached hereto.
- B. User Agency shall pay for the Services as set forth in each applicable Schedule or Rate Sheet.
- C. User Agency will comply with all applicable laws, statutes and regulations regarding the Services. Where applicable, User Agency will comply with Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Sec. 6801 et seq. ("GLB") and the implementing regulations issued thereunder and any other applicable statutes or federal laws, User Agency will not use or disclose any Information other than in accordance with Section 6802(c) or with one of the General Exceptions of Section 6802(e) of the GLB and applicable regulations and all other Privacy Laws.
- D. User Agency certifies that it will order Data from the Services only when User Agency intends to use the Data (in) in accordance with the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts as though the Data is a consumer report, and (ii) for one of the following FCRA permissible purposes: (1) in connection with a credit transaction involving the Consumer on whom the Data is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer, (2) in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, or (3) when User Agency otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the Consumer, or to review an account to determine whether the Consumer continues to meet the terms of the account; and for no other purpose.
- E. User Agency agrees to only use the Data consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau (the "CFPB")'s Notice Form attached as Attachment 3.
- F. User Agency represents it has written authorization from the Consumer to verify income. User Agency need not use any particular form of authorization or obtain a separate signature for verifying income provided that the form is auditable and demonstrates to a reasonable degree of certainty that the Consumer has authorized the User Agency to receive the income Data. Notwithstanding the foregoing, in the event User Agency is using the Service to collect on defaulted child support obligations, User Agency is not required to obtain such authorization.
- G. User Agency certifies that it will comply with applicable provisions under Vermont law. In particular, User Agency certifies that it will order Data relating to Vermont residents only after Agency has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. User Agency further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Attachment 4 – Vermont Fair Credit Reporting was received from Contractor.

- H. Section 1785.14(a) of the California Civil Code imposes special requirements with respect to transactions in which a “retail seller” (as defined in Section 1802.3 of the California Civil Code) intends to issue credit to a California resident who appears in person on the basis of an application for credit submitted in person (“point of sale transactions”). User Agency certifies that these requirements do not apply to it because User Agency is NOT a “retail seller” (as defined in Section 1802.3 of the California Civil Code), and/or (b) User Agency does NOT issue credit to California residents who appear in person on the basis of applications for credit submitted in person. User Agency further certifies that it will notify Contractor in writing 30 days PRIOR to becoming a retail seller or engaging in point of sale transactions with respect to California residents.
- I. User Agency will comply with the provisions of the FCRA, the Federal Equal Credit Opportunity Act, as amended, all state law counterparts of them, and all applicable regulations promulgated under any of them, including, without limitation, any provisions requiring adverse action notification to the Consumer.
- J. User Agency may use the Data and Information provided through the Services only as described in this Agreement. User Agency may reproduce or store the Data obtained from the Services solely for its own use in accordance with this Agreement, and will hold all Data obtained from the Services under this Agreement in strict confidence and will not reproduce, reveal, or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless User Agency first obtains Contractor’s written consent; provided, however, that User Agency may discuss Consumer Data with the Data subject when User Agency has taken adverse action against the subject based on the Data. User Agency will not provide a copy of the Data to the Consumer, except as may be required or permitted by law or approved in writing by Contractor, except in any state where this contractual prohibition would be invalid. User Agency will refer the Consumer to Contractor whenever the Consumer disputes the Data disclosed by User Agency. User Agency will not interpret the failure of Contractor to return Data as a statement regarding that consumer’s credit worthiness, because the failure may result from one or more factors unrelated to credit worthiness.
- K. User Agency represents and warrants it (i) is administering a government funded benefit or program, (ii) has been given the legal authority to view the Data by the Consumer or by operation of law, and (iii) is requesting the Data in compliance with all laws.
- L. User Agency acknowledges it shall employ decision making processes appropriate to the nature of the transaction in accordance with commercially reasonable standards and will utilize the Data as part of its process.
- M. User Agency represents and warrants it has written authorization from the Consumer to verify income. User Agency need not use any particular form of authorization or obtain a separate signature for verifying income provided that the form constitutes Consumer authorization. Notwithstanding the foregoing, in the event User Agency is using the Services to collect on defaulted child support obligations, User Agency is not required to obtain such authorization. Upon request by Contractor at any time, User Agency shall provide Consumer authorizations to verify the Consumer’s information, including but not limited to the Consumer’s income, and the User Agency shall provide Contractor with records as Contractor may reasonably request to conduct such audit(s). User Agency’s



failure to fully cooperate or to produce requested consumer authorizations may result in immediate suspension of the Services until such time as User Agency corrects any discrepancy revealed by such audit.

- N. User Agency may not allow a third-party service provider (hereafter "Service Provider") to access, use, or store the Services or Data on its behalf without first obtaining Contractor's written permission and without the Service Provider first entering into an agreement with Contractor.
- O. In order to ensure compliance with this Agreement and the User Agreement, applicable law and Contractor policies Contractor may conduct reviews of User Agency activities, from time to time during normal business hours, at all locations containing relevant records, with respect to User Agency's requests for Data and/or its use of Data. User Agency shall provide documentation within a reasonable time to Contractor as reasonably requested for purposes of such review. User Agency (in) shall cooperate fully with any and all investigations by Contractor of allegations of abuse or misuse of the Services and allow Contractor to access its premises, records, and personnel for purposes of such investigations if Contractor deems such access is necessary to complete such investigation(s), (ii) agrees that any failure to cooperate fully and promptly in the conduct of any audit constitutes grounds for immediate suspension of the Services and/or termination of the User Agreement, and (iii) shall promptly correct any discrepancy revealed by such investigation(s), User Agency shall include the name and email address of the appropriate point of contact to whom such request should be made in the space provided below. User Agency may change its contact information upon written notice:

<b>Audit Contact Name</b>	<b>Audit Contact E-mail Address</b>

- P. User Agency may use the Data provided through the Services only as described in this Agreement. User Agency may reproduce or store the Data obtained from the Services solely for its own use in accordance with this Agreement, and will hold all Data obtained from the Services under this Agreement in strict confidence and will not reproduce, reveal, or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless User Agency first obtains Contractor's written consent; provided, however, that User Agency may discuss Consumer Data with the Data subject when User Agency has taken adverse action against the subject based on the Data. User Agency will not provide a copy of the Data to the Consumer, except as may be required or permitted by law or approved in writing by Contractor, except in any state where this contractual prohibition would be invalid. User Agency will refer the Consumer to Contractor whenever the Consumer disputes the Data disclosed by User Agency. User Agency will not interpret the failure of Contractor to return Data as a statement regarding that consumer's credit worthiness, because the failure may result from one or more factors unrelated to credit worthiness.
- Q. User Agency will comply with the provisions of the FCRA, the Federal Equal Credit Opportunity Act, as amended (the "ECOA"), all state law counterparts of them, and all applicable regulations promulgated under any of them, including, without limitation, any provisions requiring adverse action notification to the Consumer.

R. User Agency may access, use and store the Data only at or from locations within the territorial boundaries of the United States, Canada, and the United States territories of Puerto Rico, Guam and the Virgin Islands (the "Permitted Territory"). User Agency may not access, use or store the Data or Contractor's Confidential Information at or from, or send the Data or Confidential Information to, any location outside of the Permitted Territory without User Agency first obtaining Contractor's written permission.

2. **USER AGENCY USE OF SERVICE.** Data on the Services may be accessed by User Agency to verify Consumer's employment status ("Employment Verification") or income ("Income Verification") for the purposes of determining eligibility for receipt of public aid or assistance, prevention or identification of improper payments, overpayments associated with the receipt of public aid or assistance, or collecting on defaulted child support obligations that are in effect and valid.
3. **RIGHTS TO SERVICE.** The Services and the Data are proprietary to Contractor, and all rights to the Service and Data are proprietary to and reserved by Contractor.
4. **Exhibit Acknowledgment.** By signing the Standard Agreement, STD 213, or appropriate equivalent contract form for Local Government Agencies, User Agency acknowledges receipt of Attachment 3, "Notice to Users of Consumer Reports Obligations of Users Under the FCRA"; and User Agency represents that Agency has read "Notice to Users of Consumer Reports Obligations of Users Under the FCRA" which explains Agency's obligations under the FCRA as a user of consumer report information.

### **ATTACHMENT 3**

#### **NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA**

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

#### **NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA**

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) Website at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website.

#### **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

#### **I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS**

##### **A. Users Must Have a Permissible Purpose**

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)

For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5) In addition, creditors and insurers may obtain certain consumer report information for the purpose of making “prescreened” unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of “prescreened” information are described in Section VII below.

#### B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

#### C. Users Must Notify Consumers When Adverse Actions Are Taken

The term “adverse action” is defined very broadly by Section 603. “Adverse actions” include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

##### 1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer’s right to obtain a free disclosure of the consumer’s file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer’s right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

##### 2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer’s written request.

##### 3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and

then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

**D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files**

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

**E. Users Have Obligations When Notified of an Address Discrepancy**

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**F. Users Have Obligations When Disposing of Records**

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

**II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES**

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB .

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores.

These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

**III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES**

**A. Employment Other Than in the Trucking Industry**

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

#### B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

### **IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED**

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency.

Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

### **V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS**

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

### **VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION**

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

#### **VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS**

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer’s CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

#### **VIII. OBLIGATIONS OF RESELLERS**

##### **A. Disclosure and Certification Requirements**

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end- user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  - (1) the identity of all end-users;
  - (2) certifications from all users of each purpose for which reports will be used; and
  - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

##### **B. Reinvestigations by Resellers**

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

## **IX. LIABILITY FOR VIOLATIONS OF THE FCRA**

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

**The CFPB's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA, including publications for businesses and the full text of the FCRA.**

**Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:**

Section 602 15 U.S.C. 1681

Section 603 15 U.S.C. 1681a

Section 604 15 U.S.C. 1681b

Section 605 15 U.S.C. 1681c Section 605A 15 U.S.C. 1681cA Section 605B 15 U.S.C. 1681cB

Section 606 15 U.S.C. 1681d

Section 607 15 U.S.C. 1681e

Section 608 15 U.S.C. 1681f

Section 609 15 U.S.C. 1681g

Section 610 15 U.S.C. 1681h

Section 611 15 U.S.C. 1681i

Section 612 15 U.S.C. 1681j

Section 613 15 U.S.C. 1681k

Section 614 15 U.S.C. 1681l

Section 615 15 U.S.C. 1681m

Section 616 15 U.S.C. 1681n

Section 617 15 U.S.C. 1681o

Section 618 15 U.S.C. 1681p

Section 619 15 U.S.C. 1681q

Section 620 15 U.S.C. 1681r

Section 621 15 U.S.C. 1681s

Section 622 15 U.S.C. 1681s-1

Section 623 15 U.S.C. 1681s-2

Section 624 15 U.S.C. 1681t

Section 625 15 U.S.C. 1681u

Section 626 15 U.S.C. 1681v

Section 627 15 U.S.C. 1681w

Section 628 15 U.S.C. 1681x



Section 629 15 U.S.C. 1681y

**ATTACHMENT 4**

**VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION**

The undersigned, (“User Agency”), acknowledges that it subscribes to receive various information services from TALX Corporation, provider of Equifax Verification Services (“EVS”), in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the “VFCRA”), and the federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. seq., as amended (the “FCRA”), and its other state law counterparts. In connection with User Agency’s continued use of EVS services in relation to Vermont consumers, User Agency hereby certifies as follows:

Vermont Certification. User Agency certifies that it will comply with applicable provisions under Vermont law. In particular, User Agency certifies that it will order Data relating to Vermont residents, that are credit reports as defined by the VFCRA, only after User Agency has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. User Agency further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from EVS.

**User Agency:** \_\_\_\_\_

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

Printed Name and Title: \_\_\_\_\_

Account Number: \_\_\_\_\_

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

**Please also include the following information:**

Compliance Officer or Person Responsible for Credit Reporting Compliance

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

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

Mailing Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)**

**§ 2480e. Consumer consent**

- (a) A person shall not obtain the credit report of a consumer unless:
- (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
  - (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.
- (b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.
- (c) Nothing in this section shall be construed to affect:
- (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
  - (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

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**VERMONT RULES \*\*\* CURRENT THROUGH JUNE 1999 \*\*\***  
**AGENCY 06. OFFICE OF THE ATTORNEY GENERAL**  
**SUB-AGENCY 031. CONSUMER PROTECTION DIVISION**  
**CHAPTER 012. Consumer Fraud--Fair Credit Reporting**  
**RULE CF 112 FAIR CREDIT REPORTING**  
**CVR 06-031-012, CF 112.03 (1999)**  
**CF 112.03 CONSUMER CONSENT**

- (a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.
- (b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.
- (c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**    October 18, 2022

**Departments: Social Services**

**TIME REQUIRED**

**SUBJECT**            Rural County Emergency Response  
                              (ER) Stipend for Social Workers and  
                              Supervisors

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

In 2021 the Social Services Department opted into a \$129,000 allocation, appropriated by the State Budget Act of 2021, to enhance child welfare Emergency Response (ER) services. The purpose of this item is to seek Board of Supervisor approval to create a Rural County ER Stipend for Social Workers and Social Worker Supervisors.

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### RECOMMENDED ACTION:

Adopt Resolution R22-\_\_\_, approving a side letter Agreement between Mono County and Mono County Public Employees Union Local 39 to create a Rural County ER Stipend for Social Workers and Social Worker Supervisors. Authorize the Board Chair to execute said Agreement on behalf of the County.

---

### FISCAL IMPACT:

Each eligible social worker will receive 5% of their current annual base salary beginning FY 2022-23 and unless and until the grant funding is exhausted. Three employees will receive approximately \$4,100 each for FY 2021-22. Costs related to this request are funded by state funds and have been included in the approved FY 2022-2023 budget for the department.

---

**CONTACT NAME:** Kathryn Peterson

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

---

### SEND COPIES TO:

cyoung@mono.ca.gov and kpeterson@mono.ca.gov

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### MINUTE ORDER REQUESTED:

YES    NO

---

### ATTACHMENTS:

Click to download
<a href="#">staff report</a>
<a href="#">Resolution</a>
<a href="#">Side letter - Exhibit</a>

[Reference Paper](#)

[Opt in Plan](#)

[Approval of Plan](#)

---

### History

Time	Who	Approval
10/11/2022 10:45 AM	County Counsel	Yes
10/13/2022 2:56 PM	Finance	Yes
10/14/2022 3:46 PM	County Administrative Office	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

**C O U N T Y O F M O N O**

P. O. Box 2969 • Mammoth Lakes • California 93546

KATHRYN PETERSON, MPH  
Director

BRIDGEPORT OFFICE  
(760) 932-5600  
FAX (760) 932-5287

MAMMOTH LAKES OFFICE  
(760) 924-1770  
FAX (760) 924-5431



**To:** Mono County Board of Supervisors

**From:** Kathryn Peterson, Social Services Director

**Date:** September 28, 2022

**Re:** Creation of a Rural County Emergency Response (ER) Stipend for Social Workers and Supervisors

### **RECOMMENDED ACTION**

Adopt Resolution R22-\_\_\_, approving a side letter Agreement between Mono County and Mono County Public Employees Union Local 39 to create a Rural County ER Stipend for Social Workers and Social Worker Supervisors. Authorize the Board Chair to execute said Agreement on behalf of the County.

### **FISCAL IMPACT**

Each eligible social worker will receive 5% of their current annual base salary beginning FY 2022-23 and unless and until the grant funding is exhausted. The Finance Department will prepare and calculate the exact amounts for the 5% increase. A lump sum payment of 5% of FY 2021-22 annual base salary will be made to eligible employees to compensate for work performed during FY2021-22. Costs related to this request are funded by state funds and have been included in the approved FY 2022-2023 budget for the department.

### **BACKGROUND**

In 2021 the Social Services Department opted into a \$129,000 allocation, appropriated by the State Budget Act of 2021, to enhance child welfare Emergency Response (ER) services. The Department received approval in the Fiscal Year 2022-23 department budget to use the funds to create a Rural County ER Stipend for Social Workers and Social Worker Supervisors responsible for investigating reports of suspected child abuse.

Social Worker ER investigations require a unique and advanced skill-set, one which cannot be compromised as a result of SW staff having multiple duties. SW staff must be focused, prepared, and competent in assessing child safety while out in the field and intervening independently.

The stipend serves as a strategy to recognize the unique demands of rural Social Worker staff who are expected to acquire a wider breadth of expertise, such as ER investigation, than their counterparts in more urban communities where staff specialize in specific areas of practice. The stipend may also serve to promote job retention and incentivize future recruitment of rural social workers to Mono County.

The stipend will impact six positions in the Department and will augment those salaries by 5%. The stipend will be 5% of the employee's salary, rather than a flat amount, to account for the experience and training of staff. For example, an entry-level SW I will earn a smaller stipend compared to a SW IV who has more experience, education, and training.

The Rural County ER Stipend will cost approximately \$25,000 annually for all eligible staff. Eligible staff will receive a lump sum amount following the approval of this plan (approximately \$4,100 per staff) for fiscal year 2021-22. For FY 2022-23 the 5% stipend will be retro to July 1, 2022. The revenue augmentation to fund the stipends was approved as part of the Mono County Social Services FY 2022-23 department budget.

Social Services leadership intends to pursue grant opportunities to ensure continuity of the stipend program beyond 2025. In the event that grant funding is terminated, the 5% premium stipend may also be eliminated.

For information on the why the workforce in child welfare matters, and how costly staff turnover can be, please see the attached reference sheet. Please don't hesitate to contact me with concerns or questions.

**ATTACHMENTS**

- § Side Letter Agreement between Mono County and MCPE Local 39
- § Resolution #R22-\_\_\_\_
- § Why the Workforce Matters – National Child Welfare Workforce Institute
- § Mono County ER Enhancement Fund Opt In Plan and State Approval



R22-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS ADOPTING AND APPROVING  
A SIDE LETTER TO THE MEMORANDUM OF  
UNDERSTANDING BETWEEN THE COUNTY AND  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS,  
AFL-CIO, LOCAL 39 ON BEHALF OF THE MONO COUNTY PUBLIC  
EMPLOYEES' BARGAINING UNIT TO ELIMINATE  
THE SPECIAL PAY RESOURCE FAMILY STIPEND PROGRAM  
AND IMPLEMENT THE RURAL COUNTY SOCIAL WORKER STIPEND PROGRAM**

**WHEREAS**, the Mono County Board of Supervisors has the authority under section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of county employees; and

**WHEREAS**, the County is required by the Meyers-Milias-Brown Act (sections 3500 et seq. of the Government Code) to meet and confer with recognized employee organizations before changing the terms and conditions of employment applicable to the employee classifications represented by those organizations; and

**WHEREAS**, County representatives and the Mono County Public Employees' Bargaining Unit ("MPE") met, conferred, and reached mutually-acceptable terms for a proposed side letter to the Memorandum of Understanding (MOU) entered into on February 4, 2020, by Resolution R20-17 (the "Side Letter"); and

**WHEREAS**, the Side Letter would implement a Rural County Social Worker ER Stipend Program (RCSW) to replace the existing Special Pay Family Resource Stipend Program (RFA);

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

**SECTION ONE:** The proposed Side Letter between the County of Mono and the Mono County Public Employees' Bargaining Unit, implementing a Rural County Social Worker Stipend Program effective June 1, 2022, a copy of which is attached hereto as Exhibit A – is hereby ratified, adopted and approved.

**SECTION TWO:** The Special Pay Family Resource Family Stipend Program is hereby discontinued and no further payments shall be made pursuant to that program.

///



1 **PASSED, APPROVED** and **ADOPTED** this \_\_\_\_ day of October, 2022, by the  
2 following vote, to wit:

3 **AYES:**  
4 **NOES:**  
5 **ABSENT:**  
6 **ABSTAIN:**

7 \_\_\_\_\_  
8 Bob Gardner, Chair  
9 Mono County Board of Supervisors

10 **ATTEST:**

11 **APPROVED AS TO FORM:**

12 \_\_\_\_\_  
13 Clerk of the Board

14 \_\_\_\_\_  
15 County Counsel

**SIDE LETTER AGREEMENT  
BETWEEN  
MONO COUNTY AND  
MONO COUNTY PUBLIC EMPLOYEES ASSOCIATION LOCAL 39**

- Mono County and the Mono County Public Employees Association (MCPE) Local 39 have mutually agreed to end and replace the current Special Pay Resource Family Approval (RFA) Stipend Program with the Rural County Social Worker ER Stipend (RCSW) effective July 1, 2022.
- Funding for the RCSW is through a state grant ([ACL 22-02](#)) of approximately \$129,000 beginning July 1, 2021. These funds are available for encumbrance or expenditure until June 30, 2025.
- To this end, Mono County will pay a 5% premium stipend to the following classifications currently occupied by the employees listed below. Social Workers newly employed by Mono County Social Services in the below classifications may also be considered for the RCSW stipend, provided funding is available and the department's business needs necessitate additional eligible employees to continue to provide services under the RCSW program.

CLASSIFICATION	INCUMBENT
Social Worker IV	Jayson Partridge
Social Worker II	Laura Hafner
Social Worker IV	Ray Gaffney
Social Worker Supervisor II	Rose Martin
Social Worker Supervisor II	Krista Cooper
Social Worker II	Samantha Strazdins

- Each employee will receive 5% of their current annual base salary beginning FY2022/23 and unless and until the grant funding is exhausted. The Finance Department will prepare and calculate the exact amounts for the 5% increase.
- A lump sum payment of 5% of FY2021-22 annual base salary will be made to the following three employees to compensate for work performed during FY2021-22: Jayson Partridge; Laura Hafner; and, Samantha Strazdins.
- Employees Ray Gaffney, Rose Martin, and Krista Cooper received the Special Pay RFA Stipend Program during the same fiscal year periods beginning when they became eligible and since at least 2017 under the Special Pay RFA Stipend Program.
- Mono County intends to pursue grant opportunities to ensure continuity of the RCSW program beyond 2025. In the event that grant funding is terminated, then the RCSW 5% premium stipend may also be eliminated.

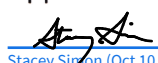
For Mono County:

\_\_\_\_\_  
Bob Gardner Date  
Chair, Board of Supervisors

For MCPE Local 39:

  
\_\_\_\_\_  
Jerry Frederick Date  
MCPE Local 39

Approved as to Form:

  
\_\_\_\_\_  
Stacey Simon Date  
County Counsel

Oct 10, 2022






# Side Ltr Mono County

Final Audit Report

2022-10-10

Created:	2022-10-07
By:	Kathryn Peterson (kpeterson@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz9tZJUCaDsMpjBQaT3GmZ_OH3iBFITLz


## "Side Ltr Mono County" History

-  Document created by Kathryn Peterson (kpeterson@mono.ca.gov)  
2022-10-07 - 9:23:13 PM GMT
-  Document emailed to Stacey Simon (ssimon@mono.ca.gov) for signature  
2022-10-07 - 9:24:43 PM GMT
-  Email viewed by Stacey Simon (ssimon@mono.ca.gov)  
2022-10-10 - 3:02:32 PM GMT
-  Document e-signed by Stacey Simon (ssimon@mono.ca.gov)  
Signature Date: 2022-10-10 - 3:04:09 PM GMT - Time Source: server
-  Agreement completed.  
2022-10-10 - 3:04:09 PM GMT



# WHY THE WORKFORCE MATTERS

## CHILD WELFARE WORK ISN'T EASY

- 
- ✓ Demanding caseloads
  - ✓ A high degree of uncertainty
  - ✓ Life and death decisions
  - ✓ Trauma for children and families
  - ✓ Traumatic stress
  - ✓ Bureaucratic system
  - ✓ External oversight and scrutiny

The child welfare workforce provides services and supports to keep vulnerable children, youth, and families safe, stable, and healthy.



## TURNOVER IS COSTLY

Cost for each worker leaving an agency:

**\$54,000<sup>1</sup>**



Fewer changes in caseworkers ...

Increased chances of stability for families and permanency for children



## REDUCED TURNOVER MEANS

- ✓ Timely investigations
- ✓ More contacts/visits with children, families, and resource families
- ✓ Better service delivery
- ✓ Improved safety, permanency, and well-being

## WORKFORCE DEVELOPMENT EFFORTS MATTER

Address workforce issues with multiple strategies based on principles of equity, tolerance, respect, and diversity.



CLICK HERE to view NCWWI's Workforce Development Framework

EFFECTIVE PRACTICE  
+ EFFECTIVE WORKFORCE  
= POSITIVE OUTCOMES

Job analysis & position requirements

Education & professional preparation

Recruitment, screening & selection

Incentives & work conditions

Professional development & training

Organizational environment

Community context

Supervision & performance management



<sup>1</sup>Complete reference list: [https://ncwwi.org/files/Why\\_the\\_Workforce\\_Matters\\_References.pdf](https://ncwwi.org/files/Why_the_Workforce_Matters_References.pdf)

**ER ENHANCEMENT FUNDING COUNTY NOTICE LETTER**

January 1, 2022

California Department of Social Services  
Attention: Child Welfare Policy and Program Development Bureau  
744 P Street, MS 8-11-542  
Sacramento, CA 95814

Director Kim Johnson:

The purpose of this letter is to inform the California Department of Social Services that  
Mono County elects to:

Opt-in to receiving state funds allocated under Section 116, Provision 39 of the State Budget Act of 2021 (SB 170) to enhance the county's Emergency Response services, resulting in an increase in the number of Emergency Response child welfare services staff. Attached is Mono County's plan for the use of this funding. As a condition of receiving these funds, Mono County agrees to submit annual updates to its plan, beginning June 30, 2023, and to track and report county strategies and outcomes in accordance with ACL 22-02.

Opt-out from receiving state funds allocated under Section 116, Provision 39 of the State Budget Act of 2021 (SB 170) to enhance the county's Emergency Response services.

By choosing not to receive an allocation, Mono County understands they will not receive an allocation of ER enhancement funds under this provision and will not be required to report to CDSS the information outlined in this ACL.

This notice is only for ER enhancement funds appropriated in the FY 2021-22 state budget. This County Notice Letter must be received by the Child Welfare Policy and Program Development Bureau ([childprotection@dss.ca.gov](mailto:childprotection@dss.ca.gov)) on or before March 4, 2022.

  
\_\_\_\_\_  
Signature of Authorized County Representative

3-4-2022  
\_\_\_\_\_  
Date

**Mono County**  
**EMERGENCY RESPONSE (ER) ENHANCEMENT FUNDING PROGRAM PLAN**

---

The CDSS will review and approve county plans before finalizing allocations for FY 2021-22. County plans must be received by **March 4, 2022**.

Participating counties will submit their plan updates annually to CDSS via the template in Attachment III below to [childprotection@dss.ca.gov](mailto:childprotection@dss.ca.gov).

**County: Mono County**

**County Contact: Michelle Raust, Program Manager**

**Specific Needs**

As a very rural, low population county, Mono County employs only 4 social workers (SWs) to carry out all aspects of Child Welfare and Adult services in Mono County from Emergency Response (ER), to Voluntary Family Maintenance, to ongoing Court (Family Reunification, Family Maintenance and Permanent Planning). Additionally, SW staff are responsible for Resource Family Approval (RFA), forensic interviewing, placement

(searching for placements and completing all paperwork), facilitating Child and Family Team (CFT) meetings, and managing Court filings and notices of hearings. SW staff also carry adult services caseloads (APS, IHSS, and Probate Conservatorships).

There is some division of labor amongst the 4 SW staff (3 specialize in CWS, while 1 specializes in RFA and Adult Services). All SW staff however must be cross-trained in each discipline (including ER) in order to respond while On-Call for CWS and APS and to back-up one another during staff turn-over, illness, or vacations. The same is true for the 2 SW Supervisors. In short, all 6 of these staff oversee and/or carry CWS ER investigations and must be fully trained and competent to do so.

While caseloads in Mono County are relatively small compared to other medium/large counties, the breadth of knowledge and skills that a Mono County SW must acquire and master are wide, and much more extensive than what is required of social workers in larger counties who are often specialized in one, or only a few, aspects of CWS and whose work is supported by legal clerks, placement units, and CFT facilitators (for example). Lastly, Mono County spans a large geographical area and does not have satellite offices that cover different regions/communities. As such, Mono County SWs spend a great deal of time driving long-distances, sometimes in inclement, mountainous conditions (snow, ice, poor visibility) to conduct ER investigations.

ER investigations require a unique and advanced skill-set, one which cannot be compromised as a result of SW staff having multiple duties. SW staff must be focused, prepared, and competent in assessing child safety while out in the field and intervening independently.

For all of these reasons, Mono County has unique recruitment/retention needs. First, finding individuals who can, or want, to live in such a rural location where weather and lifestyle (including housing costs) can be very difficult, is a challenge. Secondly, finding individuals who are capable of learning and mastering such a wide scope of skills, including the advanced-level skills required of ER work, can also be a challenge.

## **Funding**

Mono County proposes to use 100% of its \$129,000 ER enhancement allocation to create a "Rural County ER Stipend" for SW and Supervisor staff in Mono County. The stipend will be 5% of the employee's salary, rather than a flat amount, in order to take into account the experience and training of staff. For example, an entry-level SW I will earn a smaller stipend compared to a SW IV who has more experience, education, and training.

The "Rural County ER Stipend" will cost approximately \$25,000 annually for all eligible staff. For the first fiscal year (2021-22), eligible staff will receive a "lump sum" amount following the approval of this plan (approximately \$4,100 per staff). By the start of the 2022-23 fiscal year (July 1, 2022), the 5% stipend will be reflected in payroll checks.

Mono County has past precedent for creating a salary-based stipend with approval from the employee Union. In 2017, following the passage of Continuum of Care Reform (CCR) and transition from foster care licensing to Resource Family Approval (RFA), existing staff who absorbed the new RFA duties, were compensated with a 5% stipend.

## **STRATEGIES AND OUTCOMES**

### **Strategy I**

Create a 5% salary stipend for the 6 positions responsible for CWS ER (4 SWs and 2 Supervisors).

### **Outcome I**

Improve salaries for SW and Supervisor staff who are responsible for ER investigations in Mono County, including special skills in CFT facilitation, child forensic interviewing, and Safety Organized Practices (SOP) including safety planning.

### **Outcome Measure I**

All SW and Supervisor staff will be trained to facilitate prevention CFTs and document efforts to convene CFTs in their in their ER investigations.

### **Outcome Measure I**

Safety Plans will be used when a safety threat is identified and where the SW has determined that the caregivers (with the support of a safety network) possess protective capacity to mitigate the safety threat and will document the use of a Safety Plan in CWS-CMS by using the Special Project Code (SPC), "Safety Plan Completed," as per ACL 20-22.

### **Outcome Measure I**

All SW and Supervisor staff will participate in SOP coaching, RED Teams, and Group Supervision/Case Consultation to ensure that best practices are followed in ER investigations. As enrollment spots are available, all SW and Supervisor staff will complete Child Forensic Interview Training (CFIT) with the Child Abuse Training and Technical Assistance Center (CATTa).



**KIM JOHNSON**  
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY  
**DEPARTMENT OF SOCIAL SERVICES**  
744 P Street • Sacramento, CA 95814 • [www.cdss.ca.gov](http://www.cdss.ca.gov)



**GAVIN NEWSOM**  
GOVERNOR

April 29, 2022

TO: Kathryn Peterson, Director  
Mono County  
Department of Social Services

FROM: KELLY WINSTON, Bureau Chief  
Family Centered Safety and Support Bureau  
Children and Family Services Division

SUBJECT: Emergency Response Enhancement Funding County Plan

The California Department of Social Services (CDSS) Family Centered Safety and Support Bureau (FCSSB) is in receipt of your county plan addressing strategies to utilize the ER enhancement funding for FY 2021-22. This memo is to confirm that your plan for the ER enhancement funding for FY 2021-22 has been approved. As a condition of receiving these funds the county agrees to submit annual updates to its plan, beginning June 30, 2023, and to track and report county strategies and outcomes in accordance with [ACL No. 22-02](#), to [childprotection@dss.ca.gov](mailto:childprotection@dss.ca.gov).





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 18, 2022

**Departments: County Counsel**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**                    Resolution Adopting Amended  
Travel, Per Diem and Meal Policy

**AGENDA DESCRIPTION:**

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

Proposed resolution adopting amended Comprehensive Policy for Travel, Per Diem (Meal) and Food and Beverage Policy.  
This is a housekeeping item to update language in the current Policy related to meal reimbursement for employees who work 12 or more consecutive hours. Reimbursement rates do not change.

**RECOMMENDED ACTION:**

Adopt proposed resolution. Provide any desired direction to staff.

**FISCAL IMPACT:**

None. There would be no change to per diem reimbursement rates.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 760-924-1704 / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Proposed Resolution</a>
<a href="#">Exhibit A (Travel, Per Diem and Meal Policy)</a>
<a href="#">Exhibit A (Travel, Per Diem and Meal Policy) REDLINE</a>

**History**

Time

Who

Approval

10/13/2022 3:28 PM

County Counsel

Yes

10/13/2022 2:36 PM

Finance

Yes

10/14/2022 3:47 PM

County Administrative Office

Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christopher L. Beck  
Anne L. Frievalt

**Deputy County Counsel**  
Emily R. Fox

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*

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

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Stacey Simon and Kevin Moss

Date: October 18, 2022

Re: Resolution amending Mono County Travel, Per Diem (Meal) and Food and Beverage Policy regarding meal reimbursement for shifts exceeding 12 hours

**Recommended Action**

Adopt proposed resolution adopting a revised Policy for Travel, Per Diem (Meal) and Food and Beverage Reimbursement and replacing and superseding Resolution R20-27.

**Strategic Plan Focus Areas Met**

A Thriving Economy     Safe and Healthy Communities  
 Sustainable Public Lands     Workforce & Operational Excellence

**Discussion**

As previously included in the County's Memoranda of Understanding (MOU) with the Mono County Public Employees (MCPE) bargaining unit, and subsequently carried over into the Policy for Travel, Per Diem (Meal) and Food and Beverage Reimbursement (the "2020 Policy") adopted by R20-17, employee meal reimbursement was authorized if an employee worked "at least four (4) hours of overtime past their normal shift". This language was likely crafted during a time when the County did not authorize alternative work schedules such as 4 10-hour days or 9/80 schedules. Under the existing wording, employees who now work 10 hour shifts 4 days per week, for example, would need to work 14 hours in order to qualify for meal reimbursement under the existing language, rather than 12 as intended.

In order to provide for consistent and equitable workplace policies, the proposed revision to the 2020 Policy will provide for meal reimbursement to any employee working twelve (12) hours or more in a single shift, regardless of their normal shift length. A redline copy of the 2020 Policy showing the proposed changes is included for your reference. The entire 2020 Policy (with proposed changes) would be adopted and would supersede and replace the 2020 Policy adopted by R20-17.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1700.



R22-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS AMENDING THE COMPREHENSIVE  
POLICY FOR TRAVEL, PER DIEM (MEAL)  
AND FOOD AND BEVERAGE REIMBURSEMENT AND SUPERSEDING  
AND REPLACING RESOLUTION R20-27**

**WHEREAS**, the County’s policy regarding approval of and reimbursement for travel, meals and food and beverages was adopted by Resolution R20-27 as the “Mono County Travel, Per Diem (Meal) and Food and Beverage Policy” (the “Policy”) in 2020; and

**WHEREAS**, the Board of Supervisors wishes to amend the Policy in order to provide meal reimbursement for employees who work twelve (12) hours or more in a single shift, thereby modifying historical language contained in Section III, Item B. Paragraph (iv) which did not take into account alternative work schedules applicable to certain employees;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** that the Policy for Travel, Per Diem (Meal) and Food and Beverage Reimbursement attached hereto as Exhibit “A” and incorporated by this reference is hereby adopted and shall supersede and replace, in its entirety, the Policy adopted by Resolution R20-27 which shall be of no further force or effect.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Bob Gardner, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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

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



## **Mono County Travel, Per Diem (Meal) and Food and Beverage Policy**

*Adopted March 10, 2020 (R20-\_\_\_)*

---

### **I. Travel Policy** (*pursuant to Sections 620 – 660 of the Mono County Personnel Rules*)

- A. TYPES OF TRAVEL AUTHORIZED. Travel for any of the following County purposes may be approved:
- i. Conferences or conventions where attendance by elected officials or employees is required by law or approved as necessary or desirable.
  - ii. Professional or County association meetings.
  - iii. Meetings or conferences required or which are deemed beneficial in the implementation or administration of new or ongoing programs.
  - iv. Training or in-service sessions.
  - v. Educational meetings where direct benefit to the County, or department is shown.
  - vi. Where normal work duties require out-of-county travel.
- B. APPROVAL AUTHORITY.
- i. Employee travel within California or Nevada must be approved by the department head or designee.
  - ii. Employee or department head travel outside of California or Nevada must be approved by the CAO.
  - iii. Travel outside of California or Nevada by elected officials must be approved by the Board of Supervisors
- C. PROCEDURES FOR TRAVEL AND REIMBURSEMENT REQUESTS.
- i. Travel and reimbursement requests shall comply with Personnel Rules 650 and 660 and be accompanied by an agenda or other information indicating the purpose and value of the travel.
  - ii. Travel requests should be made at least five (5) working days before travel is to occur, except in an emergency; when not practical due to departmental business; or where the travel involves an authorized employee pursuing and/or returning a fugitive(s) from justice.
  - iii. Reimbursement requests shall be submitted to the Finance Department following completion of approved travel and shall include:
    - (a) an explanation of the purpose of the trip, including an agenda or other announcement if available;
    - (b) the dates of travel;
    - (c) an itemization of all expenses;

- (d) receipts (unless for meals under II.B.i, where no receipt is required).
- (e) If a supporting document(s) or receipt is not available, a statement to that effect shall be made by the claimant and submitted with the reimbursement request.

D. MODE OF TRAVEL. Travel should be made by the most economical means available and in accordance with the following:

- i. **Automobile use.** County vehicles should be used when possible, but the use of personal vehicles may be approved where the use of a County vehicle is not possible or where it is impractical. Personal vehicle mileage is reimbursed at the IRS rate.
- ii. **Air travel.** Commercial air travel may be approved if it is the most economical option, or travel by car is impractical due to time constraints. Use of private, rental or chartered aircraft may be approved where commercial air travel is authorized, but reimbursement for actual and necessary cost shall not exceed the commercial air travel rate from Mono County to the point of destination for the number of passengers.

E. LODGING AND EXPENSES. Lodging costs and miscellaneous expenses shall be reimbursed as provided in Personnel Rules section 640.

F. TRAVEL ADVANCES. Travel advances shall be in accordance with Personnel Rules section 650, which provides as follows:

- i. Department Heads are expected to provide employees with County credit cards in lieu of travel advances, and travel advances should be granted only when there is insufficient time to obtain a credit card.
- ii. Employees requesting a travel advance must submit the travel request form at least ten days prior to the anticipated travel.
- iii. Travel advance requests may include advance payment for registration, lodging, meals and/or transportation and shall not be granted in an amount less than fifty dollars.
- iv. Employees receiving a travel advance must file a reconciliation claim with the Director of Finance for their travel within thirty (30) days of their return from the trip.

## II. Per Diem (Meal) Policy

A. QUALIFYING MEALS. The following meals shall be reimbursed at the rates set forth in paragraph B. below:

- i. Meals eaten while engaged in approved out-of-county travel requiring an overnight stay. On the day of travel, if the employee leaves prior to 7:30 a.m.

breakfast for that day shall be reimbursed and dinner shall be reimbursed if the employee returns after 5:30 p.m.

- ii. Meals eaten while engaged in travel not requiring an overnight stay, where the meal, or function at which the meal occurs, is for the benefit of the County and approved by the department head. Breakfast shall be reimbursed if the employee commences travel prior to 7:30 a.m., lunch shall be reimbursed if the employee returns after 1:00 p.m., dinner shall be reimbursed if the employee returns after 5:30 p.m.
- iii. A banquet or similar meal included with, or as part of, an approved conference or event.

B. REIMBURSEMENT RATES.

- i. **Meals purchased directly by the employee or official.** Qualifying meals shall be reimbursed at the United States General Services Administration (GSA) rate for Sacramento, receipts need not be provided. Current rates at the time of adoption of this policy, and effective October 1, 2019 to September 30, 2020, are:

Breakfast \$16  
Lunch \$17  
Dinner \$28  
(Total per day \$61)

Rates shall be adjusted annually in accordance with any changes to the GSA rate for Sacramento without amendment to this Policy.

- ii. **Meals included in a conference or event registration fee.** For a meal or banquet included in an approved conference or event – reimbursement shall be for the actual cost of the registration and receipts shall be provided. There shall be no additional reimbursement unless the employee or official has a dietary restriction that is not accommodated as part of the conference or event, or the provided meal is a continental breakfast and a full breakfast is purchased. In such cases, the employee or official shall be reimbursed at the above rate for the purchased meal.
- iii. **Meal expenses reimbursed by grant.** Notwithstanding the foregoing, if meal reimbursement is made using grant funds and the rate of reimbursement provided by the grant is higher than the County rate, then reimbursement may be approved by the Finance Director at actual cost, not to exceed the rate authorized by the grant.



### III. Food and Beverage Policy (non-travel-related)

#### A. PURPOSE AND INTENT.

- i. The occasional provision of food and beverages at certain County meetings, trainings, interview panels and similar functions enhances participation and promotes employee morale;
- ii. From time to time, scheduled County functions overlap or run into a traditional meal period. In such circumstances, it is often more efficient and convenient to continue the meeting through the meal period by providing reasonable food and beverages to participants than it is to adjourn or reschedule the meeting;
- iii. The provision of food and beverages to members of the public and employees of other agencies in connection with their voluntary attendance at and participation in County functions, including but not limited to interview panels or advisory committees, promotes the County's ability to attract such attendance and participation; and
- iv. The policies and procedures set forth below promote the above purpose and intent.

#### B. QUALIFYING FUNCTIONS.

- i. **County staff meetings.** Beverages such as coffee, water and soft drinks and snacks such as cookies or fruit are allowed for scheduled County-wide or department staff meetings or other meetings approved by the CAO. Snacks will be reimbursed for up to one staff meeting per month for each department.
- ii. **Meetings running over a meal hour.** When there is insufficient time to adjourn for a meal, purchase of meals appropriate to the time of day is allowable for scheduled meetings of County staff, mandated boards or other meetings, interview panels or training sessions approved by the CAO.
- iii. **Functions with public participation.** Snacks or meals appropriate to the time of day may be provided at scheduled meetings, trainings, panels and educational and promotional presentations when they are hosted by Mono County employees, related to County programs or mandates and include participants who are not County employees.

- iv. **Shifts Exceeding 12 hours in a 24 Hour period.** Meals eaten by an employee who is required to work 12 hours or more in any 24 hour period, (i.e. an extended shift). One meal shall be reimbursed per extended shift to correspond with the time of day the meal was taken (i.e. breakfast, lunch, or dinner).
- v. **In-County meals.** A breakfast, lunch or dinner meeting held within the County and for the benefit of the County.
- vi. **County-hosted events.** A meal associated with a conference, convention or meeting that benefits the County which is hosted by the department head or other County officer. Reimbursement of actual costs shall be made to the host, and to any duly-authorized delegate or representative attending the event, upon presentation of a claim for reimbursement.

C. REIMBURSEMENT RATES.

- i. **Snacks and beverages.** Beverages and snacks shall be reimbursed at an amount up to 60% of the U.S. GSA rate for incidental expenses for Sacramento (currently \$3.00) per person. Rates shall be adjusted annually in accordance with any changes to the GSA rate for incidental expenses for Sacramento, without amendment to this policy.
- ii. **Meals.** Qualifying meals shall be reimbursed at the per diem rates set forth in the *Per Diem (Meal)* section of this Policy (II.B.i.) unless otherwise provided in paragraph III.B. above.
- iii. **Exceptions.** The limits set forth in subdivisions i and ii may be waived by the Finance Director in the following circumstances:
  - (a) Where the snacks and beverages or meal is provided in conjunction with an event that is open to the public and the department is unable to determine actual attendance in advance of the event.
  - (b) Where the snacks and beverages or meal is provided using grant funds and the grant allows for a higher rate. In such cases, reimbursement shall be actual cost, up to the amount allowed by the grant.

D. PROCEDURES AND REQUIREMENTS.

- i. **Claims for reimbursement.** Claims shall be submitted to the Finance Department with appropriate documentation including itemized receipts, a copy of the agenda or other documentation, and an estimate of the number of people attending.
- ii. **Unused food and beverages.** If possible, unused food and beverages should be saved for use at a future qualifying function. Otherwise, it should be distributed

in employee access areas or given to an appropriate operating division such as the jail. Snacks and beverages may not be distributed to participants for personal use.

- iii. **Advanced authorization.** If an employee is unsure if the use of public funds is appropriate to provide food and beverages at a function, he or she should seek advanced approval from the CAO.



## **Mono County Travel, Per Diem (Meal) and Food and Beverage Policy**

*Adopted March 10, 2020 (R20-\_\_\_)*

---

### **I. Travel Policy** *(pursuant to Sections 620 – 660 of the Mono County Personnel Rules)*

A. TYPES OF TRAVEL AUTHORIZED. Travel for any of the following County purposes may be approved:

- i. Conferences or conventions where attendance by elected officials or employees is required by law or approved as necessary or desirable.
- ii. Professional or County association meetings.
- iii. Meetings or conferences required or which are deemed beneficial in the implementation or administration of new or ongoing programs.
- iv. Training or in-service sessions.
- v. Educational meetings where direct benefit to the County, or department is shown.
- vi. Where normal work duties require out-of-county travel.

B. APPROVAL AUTHORITY.

- i. Employee travel within California or Nevada must be approved by the department head or designee.
- ii. Employee or department head travel outside of California or Nevada must be approved by the CAO.
- iii. Travel outside of California or Nevada by elected officials must be approved by the Board of Supervisors

C. PROCEDURES FOR TRAVEL AND REIMBURSEMENT REQUESTS.

- i. Travel and reimbursement requests shall comply with Personnel Rules 650 and 660 and be accompanied by an agenda or other information indicating the purpose and value of the travel.
- ii. Travel requests should be made at least five (5) working days before travel is to occur, except in an emergency; when not practical due to departmental business; or where the travel involves an authorized employee pursuing and/or returning a fugitive(s) from justice.
- iii. Reimbursement requests shall be submitted to the Finance Department following completion of approved travel and shall include:
  - (a) an explanation of the purpose of the trip, including an agenda or other announcement if available;
  - (b) the dates of travel;
  - (c) an itemization of all expenses;

- (d) receipts (unless for meals under II.B.i, where no receipt is required).
  - (e) If a supporting document(s) or receipt is not available, a statement to that effect shall be made by the claimant and submitted with the reimbursement request.
- D. MODE OF TRAVEL. Travel should be made by the most economical means available and in accordance with the following:
  - i. **Automobile use.** County vehicles should be used when possible, but the use of personal vehicles may be approved where the use of a County vehicle is not possible or where it is impractical. Personal vehicle mileage is reimbursed at the IRS rate.
  - ii. **Air travel.** Commercial air travel may be approved if it is the most economical option, or travel by car is impractical due to time constraints. Use of private, rental or chartered aircraft may be approved where commercial air travel is authorized, but reimbursement for actual and necessary cost shall not exceed the commercial air travel rate from Mono County to the point of destination for the number of passengers.
- E. LODGING AND EXPENSES. Lodging costs and miscellaneous expenses shall be reimbursed as provided in Personnel Rules section 640.
- F. TRAVEL ADVANCES. Travel advances shall be in accordance with Personnel Rules section 650, which provides as follows:
  - i. Department Heads are expected to provide employees with County credit cards in lieu of travel advances, and travel advances should be granted only when there is insufficient time to obtain a credit card.
  - ii. Employees requesting a travel advance must submit the travel request form at least ten days prior to the anticipated travel.
  - iii. Travel advance requests may include advance payment for registration, lodging, meals and/or transportation and shall not be granted in an amount less than fifty dollars.
  - iv. Employees receiving a travel advance must file a reconciliation claim with the Director of Finance for their travel within thirty (30) days of their return from the trip.

## II. Per Diem (Meal) Policy

- A. QUALIFYING MEALS. The following meals shall be reimbursed at the rates set forth in paragraph B. below:

- i. Meals eaten while engaged in approved out-of-county travel requiring an overnight stay. On the day of travel, if the employee leaves prior to 7:30 a.m. breakfast for that day shall be reimbursed and dinner shall be reimbursed if the employee returns after 5:30 p.m.
- ii. Meals eaten while engaged in travel not requiring an overnight stay, where the meal, or function at which the meal occurs, is for the benefit of the County and approved by the department head. Breakfast shall be reimbursed if the employee commences travel prior to 7:30 a.m., lunch shall be reimbursed if the employee returns after 1:00 p.m., dinner shall be reimbursed if the employee returns after 5:30 p.m.
- iii. A banquet or similar meal included with, or as part of, an approved conference or event.

**B. REIMBURSEMENT RATES.**

- i. **Meals purchased directly by the employee or official.** Qualifying meals shall be reimbursed at the United States General Services Administration (GSA) rate for Sacramento, receipts need not be provided. Current rates at the time of adoption of this policy, and effective October 1, 2019 to September 30, 2020, are:

Breakfast \$16  
Lunch \$17  
Dinner \$28  
(Total per day \$61)

Rates shall be adjusted annually in accordance with any changes to the GSA rate for Sacramento without amendment to this Policy.

- ii. **Meals included in a conference or event registration fee.** For a meal or banquet included in an approved conference or event – reimbursement shall be for the actual cost of the registration and receipts shall be provided. There shall be no additional reimbursement unless the employee or official has a dietary restriction that is not accommodated as part of the conference or event, or the provided meal is a continental breakfast and a full breakfast is purchased. In such cases, the employee or official shall be reimbursed at the above rate for the purchased meal.
- iii. **Meal expenses reimbursed by grant.** Notwithstanding the foregoing, if meal reimbursement is made using grant funds and the rate of reimbursement provided by the grant is higher than the County rate, then reimbursement may be approved by the Finance Director at actual cost, not to exceed the rate authorized by the grant.

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#### A. PURPOSE AND INTENT.

- i. The occasional provision of food and beverages at certain County meetings, trainings, interview panels and similar functions enhances participation and promotes employee morale;
- ii. From time to time, scheduled County functions overlap or run into a traditional meal period. In such circumstances, it is often more efficient and convenient to continue the meeting through the meal period by providing reasonable food and beverages to participants than it is to adjourn or reschedule the meeting;
- iii. The provision of food and beverages to members of the public and employees of other agencies in connection with their voluntary attendance at and participation in County functions, including but not limited to interview panels or advisory committees, promotes the County's ability to attract such attendance and participation; and
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- i. **County staff meetings.** Beverages such as coffee, water and soft drinks and snacks such as cookies or fruit are allowed for scheduled County-wide or department staff meetings or other meetings approved by the CAO. Snacks will be reimbursed for up to one staff meeting per month for each department.
- ii. **Meetings running over a meal hour.** When there is insufficient time to adjourn for a meal, purchase of meals appropriate to the time of day is allowable for scheduled meetings of County staff, mandated boards or other meetings, interview panels or training sessions approved by the CAO.
- iii. **Functions with public participation.** Snacks or meals appropriate to the time of day may be provided at scheduled meetings, trainings, panels and educational and promotional presentations when they are hosted by Mono County employees, related to County programs or mandates and include participants who are not County employees.

iii-iv. Shifts Exceeding 12 hours in a 24 Hour period. Meals eaten by an employee who is required to work 12 hours or more in any 24 hour period, (i.e. an extended shift). One meal shall be reimbursed per extended shift to

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correspond with the time of day the meal was taken (i.e. breakfast, lunch, or dinner).

~~iv. **Approved overtime exceeding 4 hours.** Meals eaten by an employee who is required to work at least four (4) hours of overtime past their normal shift (i.e., extended shift). One meal shall be reimbursed per extended shift to correspond with the time of day the meal was eaten.~~

v. **In-County meals.** A breakfast, lunch or dinner meeting held within the County and for the benefit of the County.

vi. **County-hosted events.** A meal associated with a conference, convention or meeting that benefits the County which is hosted by the department head or other County officer. Reimbursement of actual costs shall be made to the host, and to any duly-authorized delegate or representative attending the event, upon presentation of a claim for reimbursement.

#### C. REIMBURSEMENT RATES.

i. **Snacks and beverages.** Beverages and snacks shall be reimbursed at an amount up to 60% of the U.S. GSA rate for incidental expenses for Sacramento (currently \$3.00) per person. Rates shall be adjusted annually in accordance with any changes to the GSA rate for incidental expenses for Sacramento, without amendment to this policy.

ii. **Meals.** Qualifying meals shall be reimbursed at the per diem rates set forth in the *Per Diem (Meal)* section of this Policy (II.B.i.) unless otherwise provided in paragraph III.B. above.

iii. **Exceptions.** The limits set forth in subdivisions i and ii may be waived by the Finance Director in the following circumstances:

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(b) Where the snacks and beverages or meal is provided using grant funds and the grant allows for a higher rate. In such cases, reimbursement shall be actual cost, up to the amount allowed by the grant.

#### D. PROCEDURES AND REQUIREMENTS.

i. **Claims for reimbursement.** Claims shall be submitted to the Finance Department with appropriate documentation including itemized receipts, a copy of the agenda or other documentation, and an estimate of the number of people attending.



- ii. **Unused food and beverages.** If possible, unused food and beverages should be saved for use at a future qualifying function. Otherwise, it should be distributed in employee access areas or given to an appropriate operating division such as the jail. Snacks and beverages may not be distributed to participants for personal use.
- iii. **Advanced authorization.** If an employee is unsure if the use of public funds is appropriate to provide food and beverages at a function, he or she should seek advanced approval from the CAO.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 18, 2022

**Departments: Clerk of the Board, Sponsored by Supervisor Peters**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Northern Mono Chamber of  
Commerce - Letter

### AGENDA DESCRIPTION:

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

Correspondence Received letter from Northern Mono Chamber of Commerce regarding October 11, 2022 meeting, Discussion of Tioga Pass and Yosemite Reservation System Restrictions.

### RECOMMENDED ACTION:

Discuss letter.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Deborah Bush

**PHONE/EMAIL:** / nomonochamber@outlook.com

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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[Letter](#)

### History

Time	Who	Approval
10/13/2022 3:25 PM	County Counsel	Yes
10/13/2022 2:56 PM	Finance	Yes
10/14/2022 3:51 PM	County Administrative Office	Yes





106651 U.S. Highway 395, Coleville, Ca. 96107

October 09, 2022

Dear Mono County Board of Supervisors,

The Northern Mono Chamber of Commerce would like to request your help in encouraging the officials of USFS Yosemite National Park to lift their current restrictions of through traffic in Yosemite from 6 AM to 4 PM. With the current regulations of required reservations to visit the park and the restrictions on East to West through traffic, our local businesses have seen a substantial decrease in traffic flow and visitors. Motels have seen a reduction of approximately 20% in occupancy through the summer (tourist) months. In the past visitors would spend the night to have the opportunity to visit the Park the following day or upon a day at the Park decide to stop and stay the night. These are not tourists who would require a reservation as they do not have plans for a multiple day stays. They are individuals who would merely like to enjoy the beauty of the park on their way to another destination. Now, many of these same visitors who might not have reservations and cannot travel through the park just motor right on through our area. This reduction might not be reflected in TOT due to the fact that motels have had to raise their rates just to try and break even. But as we are all equally aware the cost of doing business including utilities, services, and supplies have also greatly increased.

These restrictions also came on the heels of a two-year Covid moratorium on travel. This should've been a year when businesses began to get healthy again. Unfortunately, that was not necessarily the case. Catching up is never an easy thing.

As with all things, in order to solve a problem sometimes the unintended consequences are not realized. Yosemite officials were looking for a way to solve their problem of COVID, construction, overcrowding, traffic congestion, and staffing issues and in the process created a problem not only for visitors but for their support businesses nearby. Now that COVID and construction issues are abating, our fear is that these restrictions will remain in place. Problems will always arise and there have to be short term and long term solutions. We DO NOT want to see these strangling restrictions become the new normal. In the spirit of

cooperation and working together, it is important that all entities work together to find the best solution.

It would seem to the Northern Mono Chamber of Commerce that restricting through traffic for 10 hours a day is a broad and harsh limitation. One of the things that we have realized is that these restrictions on through traffic have affected midweek business. Is there not a way that through traffic could be restricted on the weekends and not during the week. Or is it possible that through traffic restrictions could be 4 to 5 hours a day at the peak travel times.

We don't think it said often enough **that this is the people's park** and that we appreciate the stewardship and care of the USFS. However, the USFS stewardship needs to always be mindful that their goal should be to avail this great natural resource to as many people as they can, as this is the People's Park

Sincerely,

Deborah Bush  
President  
Northern Mono Chamber of Commerce



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

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE** October 18, 2022

**Departments: CAO**

**TIME REQUIRED** PUBLIC HEARING: 9:30 AM (30 minutes)

**PERSONS APPEARING BEFORE THE BOARD**

Sanjay Choudhrie, Housing Opportunities Manager

**SUBJECT** PUBLIC HEARING: Authorizing the Application for the Permanent Local Housing Allocation Plan Non-Entitlement Local Government Competitive Component

### **AGENDA DESCRIPTION:**

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

Public hearing and adoption of a resolution creating the Permanent Local Housing Allocation plan and authorizing staff to apply for and administer PLHA grant.

### **RECOMMENDED ACTION:**

1) Conduct Public Hearing. 2) Adopt resolution authorizing the County Administrative Officer to apply for and administer PLHA grant. Provide any desired direction to staff.

### **FISCAL IMPACT:**

None.

**CONTACT NAME:** Sanjay Choudhrie

**PHONE/EMAIL:** 760-932-5406 / schoudhrie@mono.ca.gov

### **SEND COPIES TO:**

Sanjay Choudhrie

### **MINUTE ORDER REQUESTED:**

YES  NO

### **ATTACHMENTS:**

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[Staff Report](#)

[Resolution](#)

[Proof Of Publication](#)

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/13/2022 3:11 PM	County Counsel	Yes
10/13/2022 2:35 PM	Finance	Yes
10/14/2022 3:48 PM	County Administrative Office	Yes



**COUNTY ADMINISTRATIVE OFFICER**  
**COUNTY OF MONO**  
 Robert C. Lawton  
 PO Box 696  
 Bridgeport, CA 93517-0696  
 (760) 932-5410  
[rlawton@mono.ca.gov](mailto:rlawton@mono.ca.gov)  
[www.mono.ca.gov](http://www.mono.ca.gov)

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Jeff Simpson

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**FINANCE**

Janet Dutcher

CPA, CGFM, MPA

**INFORMATION TECHNOLOGY**

To be appointed

**PROBATION**

Karin Humiston

**PUBLIC HEALTH**

To be appointed

**PUBLIC WORKS**

Paul Roten

**SOCIAL SERVICES**

Kathy Peterson

To: Board of Supervisors  
 From: Sanjay Choudhrie, Housing Opportunities Manager  
 Date: October 18, 2022

Re: Public hearing and adoption of a resolution creating the Permanent Local Housing Allocation plan and authorizing staff to apply for and administer PLHA grant.

**Recommended Action**

Adopt a resolution creating the Permanent Local Housing Allocation plan and authorize staff to apply for and administer PLHA grant.

**Discussion**

In 2017, the State of California passed a 15-bill housing package to address the state's housing shortage and high housing costs. This included the Building Homes and Jobs Act (SB 2, 2017), which established a \$75 recording fee on real estate documents.

Seventy percent of these recording fees are being set aside for a Permanent Local Housing Allocation (PLHA) program. The PLHA program is overseen by the State's Department of Housing and Community Development (HCD) who issued a Request for Proposals (RFP) in March 2020. Jurisdictions receiving PLHA grant funds are required to have a five-year plan in place to determine how the grant funds will be spent. This five-

Mono County PLHA FUNDING	Total 3 Yr. Allocation	Amount Allocated by Funding Year		
		Yr 1. 19-20	Yr 2. 20-21	Yr 3. 21-22
<b>Allocation</b>	<b>\$328,165</b>	<b>\$77,440</b>	<b>\$113,855</b>	<b>\$136,870</b>
<b>5% Admin</b>	\$16,408	\$3,872	\$5,694	\$6,843
<b>95% Project Funding</b>	\$311,757	\$73,568	\$108,190	\$130,026

year plan may or may not need to identify specific projects. However, the Plan must result in expenditure of a portion of the grant funds each year to receive the next year's allocation.

HCD estimates that Mono County may receive \$462,611 for FY 19 through 24

The chart below shows the funding allocation for 2019 through 2022. The chart also shows a 5% allocation for County administration costs that is allowed by PLHA grant requirements.



Mono County proposes to place the PLHA funds in the County's Affordable Housing Trust Fund for the purpose of developing workforce and affordable housing in the Mono County.

Affordable housing development projects require multiple sources of funding to compile enough funding to be developed. PLHA grant funds will be leveraged with several other funding sources including Federal and State Low Income Housing Tax Credit (LIHTC) financing and private funds if possible. PLHA funding may be used to assist in completing the following activities.

- Predevelopment and other soft costs, including but not limited to:
  - § Land Costs (including legal fees)
  - § Demolition and Site Improvements
  - § Off Site Improvements
  - § Architectural Fees
  - § Engineering Fees
  - § Permits and Fees
  - § Accounting Fees
  - § Title/Recording
  - § Taxes/Assessment
  - § Insurance
  - § Environmental Review including required studies.
- Financing costs including but not limited to
  - § Appraisal/Market Study
  - § Performance Bond Costs
  - § Deed restriction costs
  - § Construction Loan Interest
  - § Lender Inspections
  - § Lender Legal Costs
  - § Borrower Legal Costs
  - § Soft Debt – Total Construction Period Interest
  - § Bond Issuance Costs
  - § Construction-Permanent Loan Costs
  - § Construction Loan Interest
  - § Capitalized Operation/Transition Reserve
- Site and Building Construction Costs
- Construction of ADU's
- Loans to developer/builder/homeowner
- Lease-Up Costs
- Acquisition and Rehabilitation Costs
- Contingencies and Developer Fee

There are several potential projects in the pipeline whose feasibility will be heavily dependent on securing financing to move forward. It is also understood that the Board of Supervisors may amend the plan after submitting revisions to HCD.



R22-\_\_

## Authorizing Resolution of Mono County

### A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE APPLICATION AND ADOPTING THE PERMANENT LOCAL HOUSING ALLOCATION PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM.

**WHEREAS**, the Department is authorized to provide up to \$304 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2))); and

**WHEREAS** the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated 5/3/2021 under the Permanent Local Housing Allocation (PLHA) Program; and

**WHEREAS** Mono County is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation; and

**WHEREAS** the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

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

**SECTION ONE:** If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

**SECTION TWO:** Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA \$462,611.00 in accordance with all applicable rules and laws.

**SECTION THREE:** Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

1           **SECTION FOUR** Pursuant to Section 302(c)(4) of the Guidelines, Applicant’s PLHA  
2 Plan for the 2019-2023 Allocations is attached to this resolution, and Applicant hereby adopts  
3 this PLHA Plan and certifies compliance with all public notice, public comment, and public  
4 hearing requirements in accordance with the Guidelines.

5           **SECTION FIVE:** If applicable: Applicant certifies that it was delegated by [insert name  
6 of the delegating local government] to submit an application on its behalf and administer the  
7 PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section  
8 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds  
9 and the Applicant is submitted with the PLHA application.

10           **SECTION SIX:** If applicable: Applicant certifies that it has or will subgrant some or all  
11 of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), “entity  
12 “means a housing developer or program operator, but does not mean an administering Local  
13 government to whom a Local government may delegate its PLHA allocation.

14           **SECTION SEVEN:** If applicable: Applicant certifies that its selection process of these  
15 subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of  
16 interest.

17           **SECTION EIGHT:** If applicable: Pursuant to Applicant’s certification in this  
18 resolution, the PLHA funds will be expended only for eligible Activities and consistent with all  
19 program requirements.

20           **SECTION NINE:** If applicable: Applicant certifies that, if funds are used for the  
21 acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale  
22 housing projects, the grantee shall record a deed restriction against the property that will ensure  
23 compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).

24           **SECTION TEN:** If applicable: Applicant certifies that, if funds are used for the  
25 development of an Affordable Rental Housing Development, the Local government shall make  
26 PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and  
27 such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a  
28 Regulatory Agreement shall restrict occupancy and rents in accordance with a Local  
29 government-approved underwriting of the Project for a term of at least 55 years.

30           **SECTION ELEVEN:** Applicant shall be subject to the terms and conditions as  
31 specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable  
32 SB 2 Guidelines published by the Department.

**SECTION TWELVE:** The County Administrative Officer is authorized to execute the  
PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments  
or modifications thereto, as well as any other documents which are related to the Program or the  
PLHA grant awarded to Applicant, as the Department may deem appropriate.

**PASSED, APPROVED and ADOPTED** this 18<sup>th</sup> day of October, 2022, by the  
following vote, to wit:

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**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Bob Gardner, Chair  
Mono County Board of Supervisors

**CERTIFICATE OF THE ATTESTING OFFICER**

The undersigned, Officer of Mono County does hereby attest and certify that the attached Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the Mono County Board of Supervisors which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed since its date of adoption and is in full force and effect as of the date hereof.

ATTEST:

APPROVED AS TO FORM

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

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

# MONO COUNTY

## Community Development

---

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](http://www.monocounty.ca.gov)

Date: 11.5.22  
To: The Sheet  
From: Sanjay Choudhrie  
Re: Legal Notice for the **October 8** issue.  
Invoice: Sanjay Choudhrie, PO Box 347, Mammoth Lakes, CA 93546

---

### NOTICE OF PROPOSED PERMANENT LOCAL HOUSING ALLOCATION PLAN & GRANT APPLICATION AND PUBLIC HEARING THEREON BY THE MONO COUNTY BOARD OF SUPERVISORS

NOTICE IS HEREBY GIVEN that the Board of Supervisors will conduct a public hearing on **October 18, 2022** in the Board Chambers, 2nd floor, County Courthouse, Bridgeport, California, 93517. Members of the public shall have the right to observe and offer public comment to consider the following: **9:00 a.m. Permanent Local Housing Allocation Plan and Grant Application**. The purpose of the public hearing is to review the proposed Permanent Local Housing Allocation Plan, preparatory to making a final determination thereon. To view the meeting via remote live cast, please visit:

[http://monocounty.granicus.com/MediaPlayer.php?publish\\_id=e42e610c-7f06-4b97-b1d6-739b1ff28cf8](http://monocounty.granicus.com/MediaPlayer.php?publish_id=e42e610c-7f06-4b97-b1d6-739b1ff28cf8). In-person location - Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546. Teleconference - Third Meeting of Each Month in the Mono County Courthouse, Second Floor, Board Chambers, 278 Main Street, Bridgeport, CA. 93517.

As authorized by AB 361, the meeting will be accessible remotely by live cast at: <https://zoom.us/join> and by telephone at: 669-900-6833 (Meeting ID# is 898 5761 2749) where members of the public shall have the right to observe and offer public comment, to consider the Permanent Local Housing Allocation Plan.

The Plan will govern expenditures of Mono County's Affordable Housing Trust Fund. PLHA funds will be used to invest in affordable and workforce housing in Mono County. These funds will be used for pre-development, financing, site and building costs, construction of ADU's, loans to builders/developers/homeowners, lease up costs, acquisition and rehab costs, and, contingency and developer fees. Project materials are available for public review by contacting Housing Opportunities Manager, Sanjay Choudhrie at (760) 932-5406 or [schoudhrie@mono.ca.gov](mailto:schoudhrie@mono.ca.gov).

INTERESTED PERSONS are strongly encouraged to attend the live cast meeting by phone or online, and to submit comments by **5:00 pm on Monday, October 17** to ensure timely receipt, by email at [schoudhrie@mono.ca.gov](mailto:schoudhrie@mono.ca.gov), or via the live cast meeting (technology permitting). If you challenge the proposed action(s) in court, you may be limited to raising only those issues

you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to Housing Opportunities Manager, or prior to, the public hearing. For additional questions, please contact Sanjay Choudhrie, Mono County, as listed above.

###



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

# REGULAR AGENDA REQUEST

[Print](#)

**MEETING DATE**    October 18, 2022

**Departments: Public Health**

**TIME REQUIRED**    15 minutes

**PERSONS APPEARING BEFORE THE BOARD**                      Dr. Caryn Slack, Public Health Officer

**SUBJECT**                      COVID-19 (Coronavirus) Update

**AGENDA DESCRIPTION:**

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

Update on Countywide response and planning related to the COVID-19 pandemic.

**RECOMMENDED ACTION:**

None, informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Kathryn Peterson

**PHONE/EMAIL:** 760-932-1828 / cslack@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available

**History**

Time	Who	Approval
10/11/2022 10:44 AM	County Counsel	Yes
9/8/2022 3:07 PM	Finance	Yes
10/14/2022 3:48 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 18, 2022

**Departments: Social Services**

**TIME REQUIRED**    5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Kathy Peterson, Social Services  
Director

**SUBJECT**            Employment Agreement - Child and  
Adult Services Manager

**AGENDA DESCRIPTION:**

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

Proposed resolution approving a contract with Michelle Raust as Child and Adult Services Manager, and prescribing the compensation, appointment and conditions of said employment.

**RECOMMENDED ACTION:**

Announce Fiscal Impact. Approve Resolution R22-\_\_\_, approving a contract with Michelle Raust as Child and Adult Services Manager, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**FISCAL IMPACT:**

The total cost of salary and benefits for FY 2022-23 is approximately \$149,929 of which \$115,242 is salary, and \$34,687 is benefits. Costs related to this request are largely funded by a combination of state and federal funds and have been included in the approved FY 2022/2023 budget for the department.

**CONTACT NAME:** Cheyenne Stone

**PHONE/EMAIL:** 760-932-5408 / Cstone@mono.ca.gov

**SEND COPIES TO:**

kpeterson@mono.ca.gov

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">staff report</a>
<a href="#">Resolution</a>
<a href="#">Agreement</a>
<a href="#">Attachment A</a>



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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/12/2022 3:41 PM	County Counsel	Yes
10/13/2022 2:28 PM	Finance	Yes
10/14/2022 3:49 PM	County Administrative Office	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

**C O U N T Y O F M O N O**

P. O. Box 2969 • Mammoth Lakes • California 93546

KATHRYN PETERSON, MPH  
Director

BRIDGEPORT OFFICE  
(760) 932-5600  
FAX (760) 932-5287

MAMMOTH LAKES OFFICE  
(760) 924-1770  
FAX (760) 924-5431



**To:** Mono County Board of Supervisors  
**From:** Kathryn Peterson, Social Services Director  
**Date:** September 28, 2022  
**Re:** At-Will Employment Agreement with Michelle Raust, MSW, as Child and Adult Services Manager

### **RECOMMENDED ACTION**

Adopt Resolution R22-\_\_\_, approving a contract with Michelle Raust as Child and Adult Services Manager, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute the said contract on behalf of the County.

### **FISCAL IMPACT**

The total cost of salary and benefits for FY 2022-23 is approximately \$149,929 of which \$115,242 is salary, and \$34,687 is benefits. Costs related to this request are largely funded by a combination of state and federal funds and have been included in the approved FY 2022/2023 budget for the department.

### **BACKGROUND**

Michelle Raust, MSW, has served as the Program Manager for Child and Adult Services division within the Mono County Department of Social Services since 2015. Michelle holds a Master of Social Work and supervises four other master's level staff within her division, including two Social Worker II supervisors. She is responsible for overseeing child protective services (CPS), Adult Protective Services (APS), Resource Family Approvals (RFA) related to foster care, the In-Home Supportive Services (IHSS) Program, child welfare systems change work, and Senior Services Programs for the south county, as well as other day-to-day activities of the division.

Michelle has implemented several significant changes to child and adult services practices, including foster care reform and county-led resource family approval processes, SB2083 Children's System of Care coordination, and oversight of an increased number of probate conservatorships. The department is now poised to serve as the Office of the Public Guardian overseeing both Probate and LPS conservatorships, as well as the Office of the Public Administrator overseeing decedent estates. Michelle's division will be responsible for most of the day-to-day operations of these complex programs. We believe the programs are a good fit under the Social Services Department, however, it is worth noting they are neither typical nor mandated Social Services programs.

Considering the increased responsibility and complexity of work Michelle has assumed over the past seven years of her employment, and upon approval of her contract, Michelle will move from a MCPE Union-covered position into an At-Will position as the Child and Adult Services Manager with updated duties and responsibilities. Ralph Andersen and Associates was consulted on the creation of this position and recommended placing it on the At-Will Compensation matrix at Range 14, which this request reflects. The MCPE Union Representative has also been consulted and agreed with this transition. The Program Manager position that Michelle will be vacating will remain on the allocation list but not be filled.

**ATTACHMENT(S)**

At-Will contract with Michelle Raust as the Child and Adult Services Manager; Resolution #22-\_\_\_\_;  
Child and Adult Services Manager Job Description



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**R 22 -  
A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
EMPLOYMENT AGREEMENT WITH MICHELLE RAUST  
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,  
AND CONDITIONS OF SAID EMPLOYMENT**

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**WHEREAS**, on Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees

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**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO FINDS AND RESOLVES** that the Employment Agreement of Michelle Raust, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and compensation, appointment, and other terms and conditions of employment set forth in that agreement are hereby prescribed and shall govern the employment of Michelle Raust. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County

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**PASSED, APPROVED and ADOPTED** this 18<sup>th</sup> day of October, 2022, by the following vote, to wit:

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**AYES:  
NOES:  
ABSENT:  
ABSTAIN:**

24

\_\_\_\_\_  
Bob Gardner, Chair  
Mono County Board of Supervisors

25  
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**ATTEST:**

**APPROVED AS TO FORM:**

27  
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\_\_\_\_\_  
Clerk of the Board

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

**EMPLOYMENT AGREEMENT OF MICHELLE RAUST  
AS CHILD & ADULT SERVICES MANAGER FOR MONO COUNTY**

This Agreement is entered into by and between Michelle Raust and the County of Mono (hereinafter “County”).

**I. RECITALS**

Michelle Raust (hereinafter “Ms. Raust”) is currently employed by County as a Program Manager. The County now wishes to employ Ms. Raust as its Child & Adult Services Manager, and to change the terms and conditions of her employment to those set forth in this Agreement. Ms. Raust wishes to accept continued employment with the County on said terms and conditions.

**II. AGREEMENT**

1. This Agreement shall commence October 18, 2022 (“Effective Date”), and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Ms. Raust shall be employed by Mono County as its Child & Adult Services Program Manager, serving at the will and pleasure of the Director of Social Services. Ms. Raust accepts such employment. The Director of Social Services shall be deemed the “appointing authority” for all purposes with respect to Ms. Raust’s employment. The Director of Social Services and Ms. Raust will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Raust’s work. Ms. Raust’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Director of Social Services in accordance with the “Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees” adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Ms. Raust’s salary shall be Range 14, Step D as set forth in the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R21-45 adopted on June 15, 2021, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Ms. Raust understands that she is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of her retirement benefits that may be mandated by the Public Employees’ Pension Reform Act of 2013 (PEPRA).

5. Ms. Raust shall earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service. Ms. Raust understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided, or it is lost. Consistent with Ms. Raust’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Raust may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Raust’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Raust ’s full participation in applicable professional associations, for her continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the Director of Social Services.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Raust shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Raust ’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Raust understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Raust cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Raust’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the “at will” nature of Ms. Raust’s employment, the Director of Social Services may terminate Ms. Raust’s employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Raust understands and acknowledges that as an “at will” employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in her or her discretion, take during Ms. Raust’s employment.
10. In the event of a termination without cause under paragraph 9 occurring after the first twelve (12) months of Ms. Raust’s employment under this Agreement, Ms. Raust shall receive as severance pay a lump sum equal to six (6) months’ salary. For purposes of severance pay, “salary” refers only to base compensation. Ms. Raust shall not be entitled to any severance pay in the event that the Director of Social Services has grounds to discipline her on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Raust shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Raust may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Raust shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Raust.
13. The parties agree that the Board of Supervisors’ approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties’ intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Raust’s employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Raust’s sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243. Ms. Raust shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to

termination by the County if Ms. Raust is convicted of a crime involving abuse of office or position.

14. Ms. Raust acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Raust further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

### III. EXECUTION:

This Agreement is executed by the parties this 18<sup>th</sup> day of October, 2022.

EMPLOYEE

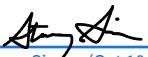
THE COUNTY OF MONO

*Michelle Raust*

\_\_\_\_\_  
Michelle Raust

\_\_\_\_\_  
By: Bob Gardner, Chair  
Board of Supervisors

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Stacey Sirion (Oct 10, 2022 08:04 PDT)

COUNTY COUNSEL








# 2022 Michelle Raust At-Will Contract (FINAL)

Final Audit Report

2022-10-07

Created:	2022-10-06
By:	Kathryn Peterson (kpeterson@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJLNQHdwAslvXzuFpsEZ6YTubv7sKjRTg

## "2022 Michelle Raust At-Will Contract (FINAL)" History

-  Document created by Kathryn Peterson (kpeterson@mono.ca.gov)  
2022-10-06 - 10:29:26 PM GMT
-  Document emailed to Michelle Raust (mraust@mono.ca.gov) for signature  
2022-10-06 - 10:30:07 PM GMT
-  Email viewed by Michelle Raust (mraust@mono.ca.gov)  
2022-10-06 - 10:31:32 PM GMT
-  Document e-signed by Michelle Raust (mraust@mono.ca.gov)  
Signature Date: 2022-10-07 - 3:43:38 PM GMT - Time Source: server
-  Agreement completed.  
2022-10-07 - 3:43:38 PM GMT








# 2022 Michelle Raust At-Will Contract MR signed

Final Audit Report

2022-10-10

Created:	2022-10-07
By:	Kathryn Peterson (kpeterson@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABA7x7AoZivJYcBmSLks9HHjTppOBA2W

## "2022 Michelle Raust At-Will Contract MR signed" History

-  Document created by Kathryn Peterson (kpeterson@mono.ca.gov)  
2022-10-07 - 9:16:09 PM GMT
-  Document emailed to Stacey Simon (ssimon@mono.ca.gov) for signature  
2022-10-07 - 9:16:57 PM GMT
-  Email viewed by Stacey Simon (ssimon@mono.ca.gov)  
2022-10-10 - 3:04:20 PM GMT
-  Document e-signed by Stacey Simon (ssimon@mono.ca.gov)  
Signature Date: 2022-10-10 - 3:04:35 PM GMT - Time Source: server
-  Agreement completed.  
2022-10-10 - 3:04:35 PM GMT





**Mono County**  
**Child and Adult Services Manager**  
**At-Will, Range 14 (\$99,550 - \$121,004)**

**CLASS DEFINITION AND DESCRIPTION:**

Under administrative direction, to plan, organize, and manage the Child and Adult Services, Conservatorships/Public Administrator Programs of the Mono County Social Services Department, to act for the Director of Social Services, when delegated; and perform related work as required.

**SUPERVISION EXERCISED AND RECEIVED**

Receive supervision from the Director of Social Services. The Child and Adult Services Manager for child and adult services, conservatorships/Public Administrator programs provides direction to two or more subordinate levels of supervision and other assigned staff, including Social Worker Supervisor II for Child Welfare, and Social Worker Supervisor II for Adult Services for APS, IHSS, Conservatorship/Public Guardian Services, and Resource Family Approval.

The incumbent in this management position serves at the pleasure of his/her appointing authority, which means the employment relationship is at-will, and that the County of Mono or the employee may terminate the relationship at any time, with or without cause.

**TYPICAL DUTIES, EMPLOYMENT STANDARDS AND KSAS:**

**EXAMPLES OF IMPORTANT RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following.

- § Provides management and supervision of child and adult services and conservatorships/Public Administrator programs within the Department of Social Services.
- § Confers with State and Federal agencies regarding policy and operational matters.
- § Ensures that professional skills and social work concepts are practiced by staff.
- § Keeps current with practice methodology and issues in child welfare, adult social services, conservatorships, and public administrator functions, and provides professional social work consultation to staff.
- § Maintains knowledge of, and promulgates to staff, information on current laws, regulations and court decisions governing child and adult programs.
- § Selects, trains, evaluates and disciplines subordinate staff.
- § Develops policies and procedures for the administration of departmental programs. Interprets Federal and State laws affecting the total assigned program.
- § Prepares, or has major role in the preparation of, the total program budget for assigned programs.
- § Directs and coordinates the work of multiple units in a total program area.
- § Performs analysis and prepares detailed written reports of findings pertaining to the quality and efficiency of services provided by the program.
- § Represents the department at community organizations, public gatherings and meetings.
- § Anticipates and responds to the need for new or modified services.
- § Conducts research and assists in the development of long-range division plans.
- § Performs other duties as assigned.



**Knowledge of:**

- § Federal, state and local child and adult social services programs and supporting legislation.
- § Principles and practices of basic supervision and management, employee development and public relations.
- § Public funding, budget preparation
- § Employee development goals and practices.
- § Community needs and resources.

**Ability to:**

- § Plan, organize, direct, coordinate and evaluate the activities of multi-disciplinary management, professional, and clerical staff involved in complex and comprehensive programs.
- § Interpret rules and regulations.
- § Analyze situations accurately and adopt an effective course of action; speak and write effectively.
- § Make oral and written presentations clearly and concisely.
- § Enlist the cooperation of and work effectively with community organizations, government agencies and others.
- § Work effectively with county board of supervisors.
- § Establish goals and objectives and follow through on their attainment.
- § Work with various cultural and ethnic groups in a tactful and effective manner.

**EDUCATION AND EXPERIENCE:**

Master's degree from an accredited four-year college or university with major coursework in public or business administration, social work, counseling, or a closely related field.

AND

Five (5) years of full-time progressively responsible professional experience working in a public Child Welfare or Adult Protective Services program, including one (1) year in a management or supervisory capacity.

A master's degree in social work is highly desirable.

**SPECIAL AND DRIVER'S LICENSE REQUIREMENTS:**

**LICENSE OR CERTIFICATE** Some positions in this classification may require possession of a valid California driver's License. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

Disaster Service Workers: All Mono County employees are designated as Disaster Service Workers during a proclaimed emergency and may be required to perform certain emergency services at the direction of the department and / or County.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 18, 2022

**Departments: Mono County Office of Education**

**TIME REQUIRED**    30 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Dr. Stacey Adler, Superintendent of  
Schools

**SUBJECT**            Superintendent of Schools Report

**AGENDA DESCRIPTION:**

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

Dr. Stacey Adler, Superintendent, will present her regular update to the Mono County Board of Supervisors, including but not limited to the topics of: Current district enrollment; Status of MUSD superintendent search; Arts education; Social/emotional learning/mental health assistance; and status of preschool.

**RECOMMENDED ACTION:**

None, informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** 932-5538 / sdedman@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
10/4/2022 11:45 AM	County Counsel	Yes
10/5/2022 3:45 PM	Finance	Yes
10/14/2022 3:49 PM	County Administrative Office	Yes



Presentation to Mono County Board of Supervisors - October 18, 2022 Presenter:

Dr. Stacey Adler, Mono County Superintendent of Schools

Topics to be presented:

- Current district enrollments
- Status of MUSD Superintendent Search
- Arts Education
- Social Emotional Learning/Mental Health Assistance
- Status of Preschool



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 18, 2022

**Departments: Board of Supervisors**

**TIME REQUIRED**    45 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Daniel Taylor, CDFW Human-Wildlife  
Conflict Specialist

**SUBJECT**            Human-Wildlife Conflict in Mono  
County

**AGENDA DESCRIPTION:**

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

Presentation by Daniel Taylor, California Department of Fish and Wildlife (CDFW) Human-Wildlife Conflict Specialist, regarding historical human-wildlife conflict in Mono County as well as CDFW black bear and mountain lion polices and preventive measures for reducing human-wildlife conflict.

**RECOMMENDED ACTION:**

Informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Daniel Taylor

**PHONE/EMAIL:** 760-937-2226 / Daniel.Taylor@wildlife.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Power Point Presentation</a></p>
---------------------------------------------------------------------------

**History**

Time	Who	Approval
10/11/2022 2:07 PM	County Counsel	Yes
10/11/2022 11:49 AM	Finance	Yes
10/14/2022 3:49 PM	County Administrative Office	Yes



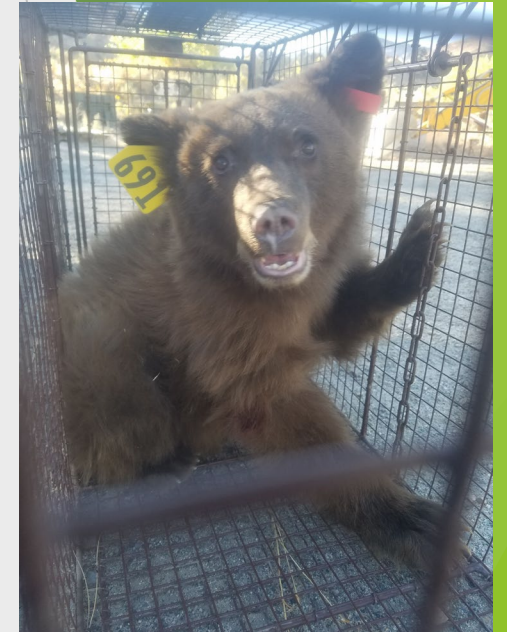


# Human-Wildlife Conflict in Mono County

By Daniel Taylor



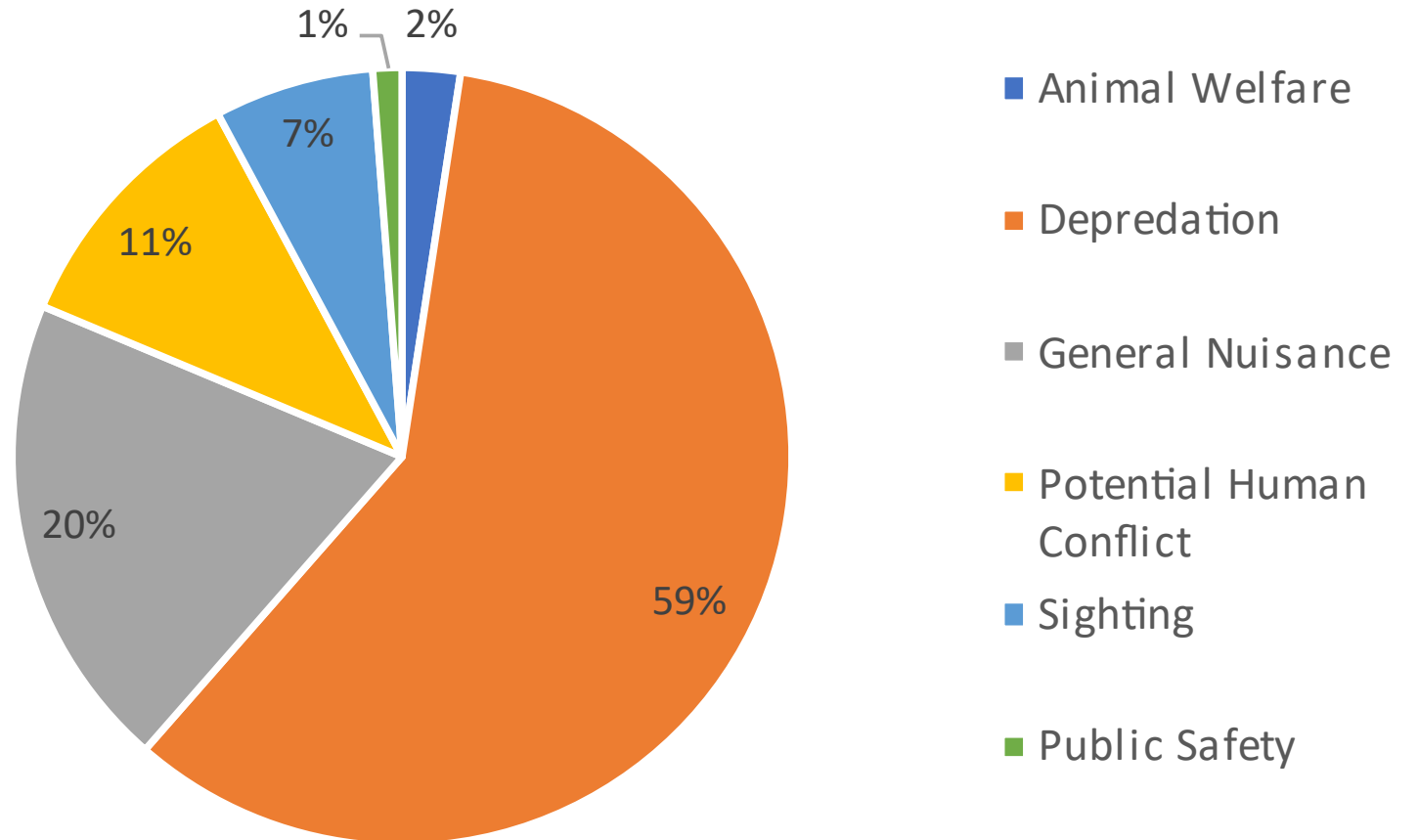
# Wildlife Incident Reporting (WIR) System: [wildlife.ca.gov/WIR](http://wildlife.ca.gov/WIR)



# Human-Wildlife Conflict (HWC) Categories

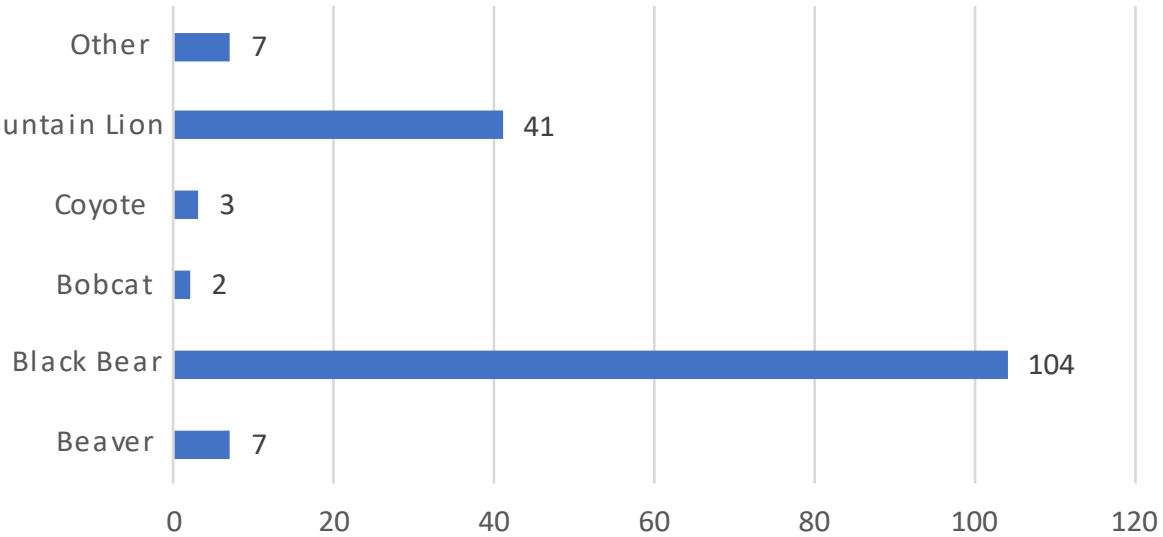
- CDFW Wildlife Incident Reporting (WIR) system (2017-2022)

## Incident Response Types in Mono County (2017-2022)

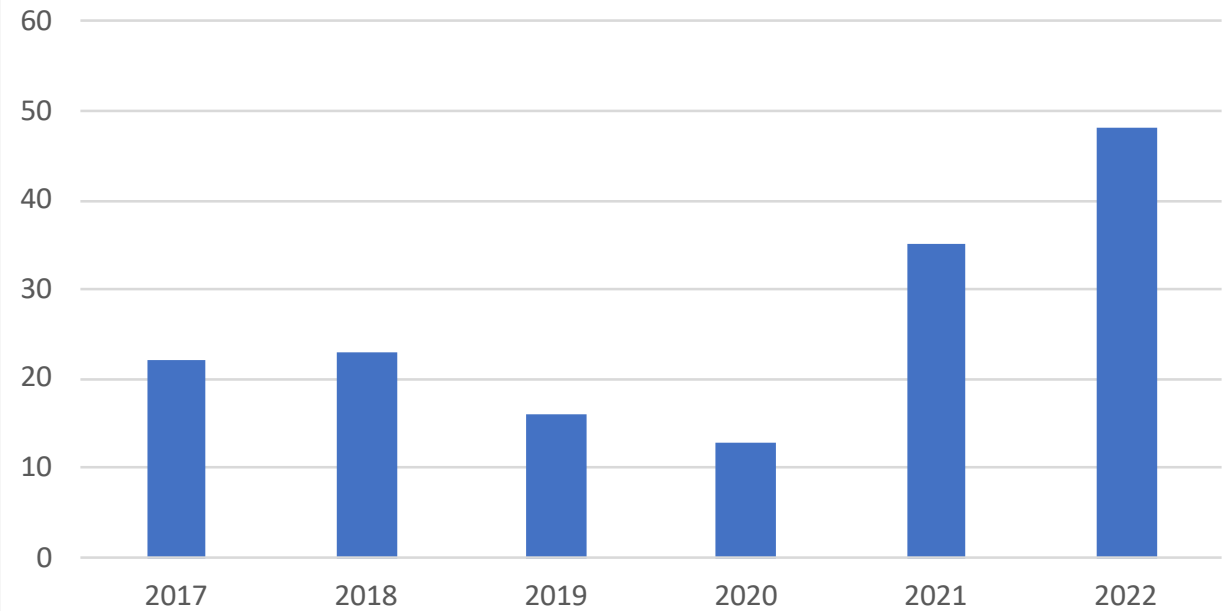


# HWC Patterns and Trends in Mono County

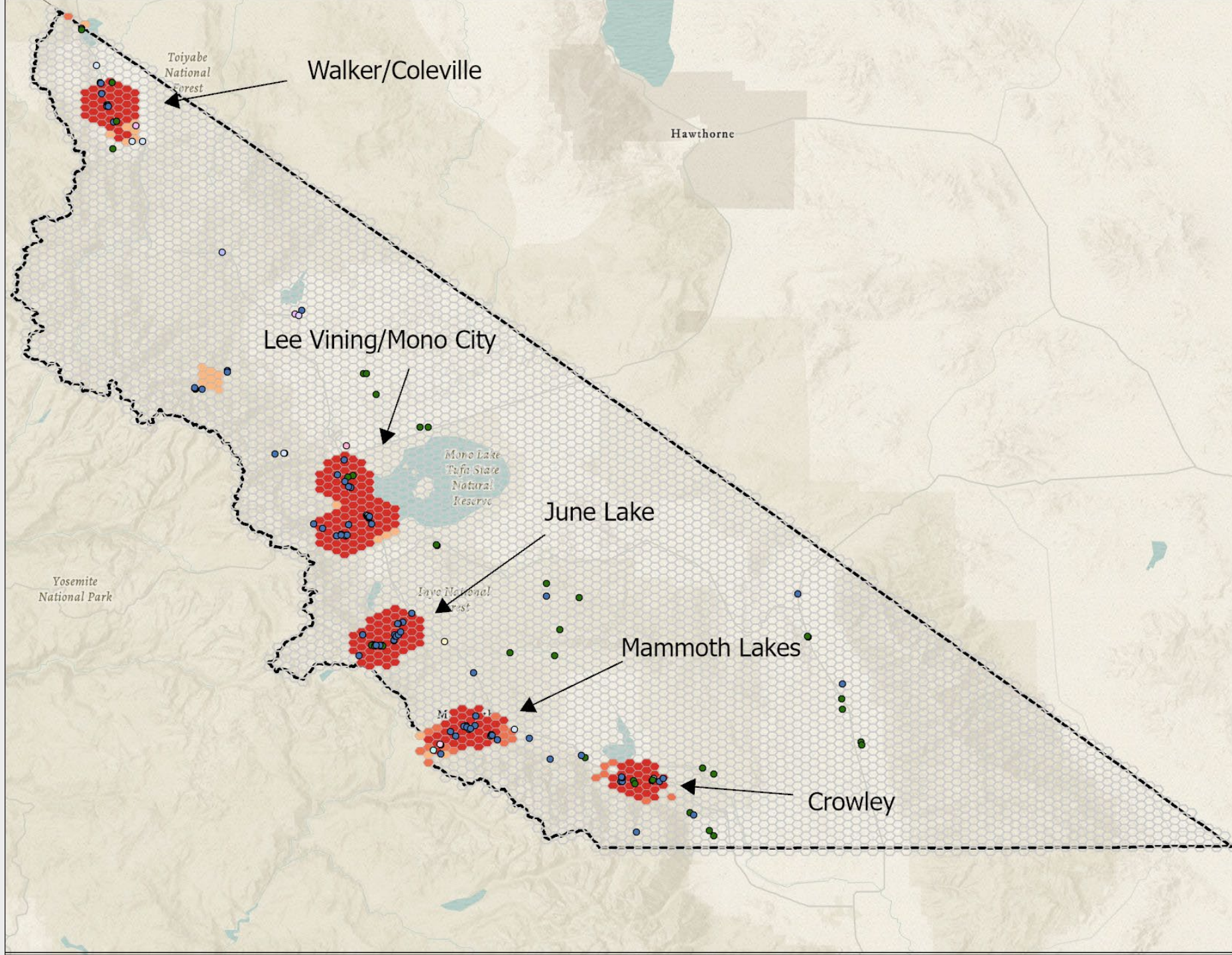
Number of WIR Reports in Mono County by Species (2017-2022)



Number of WIR Reports in Mono County by Year









## CDFW Black Bear Policy





# Conflict Bear Management



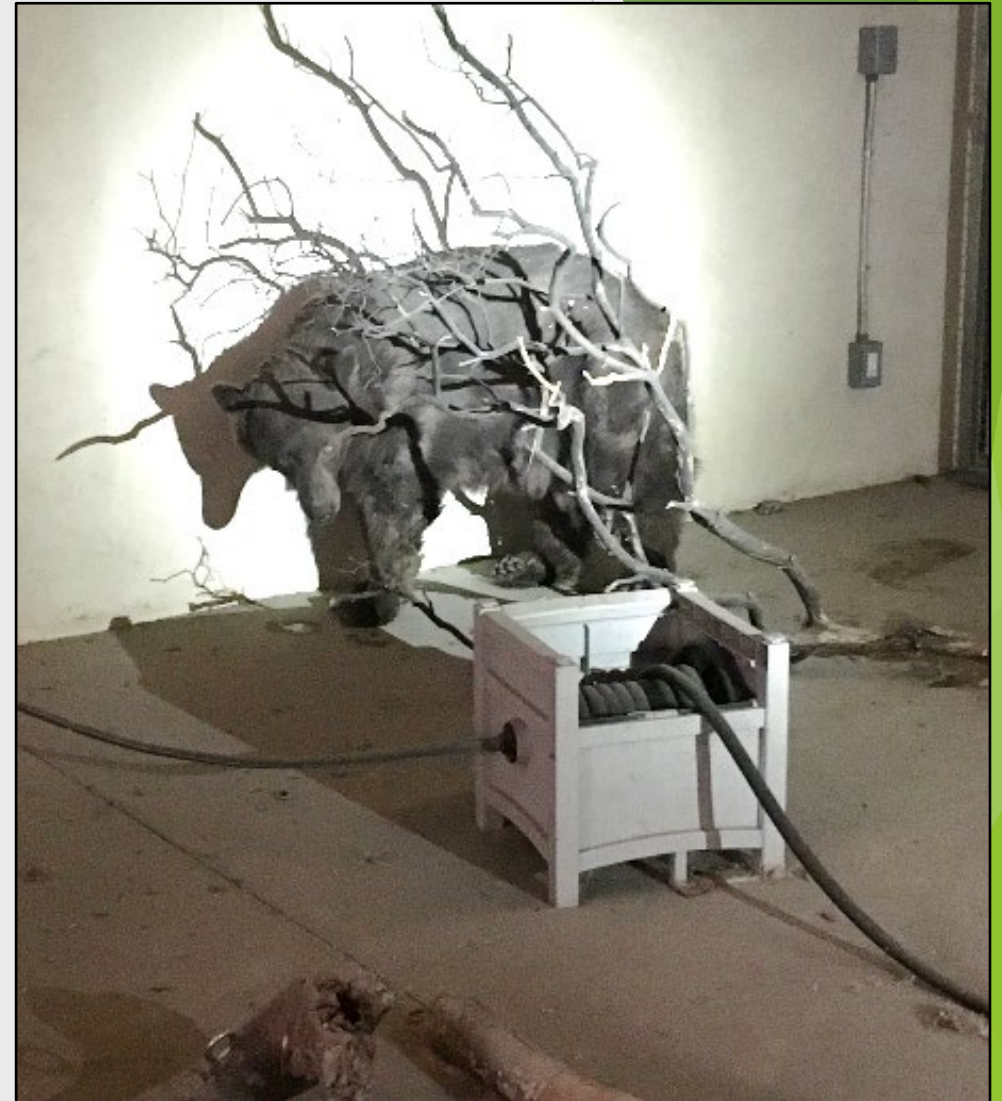
# What is a “Conflict” Bear?

- “A bear that requires action by the Department or the public due to its behavior or its situation”
- Includes “No Harm/No Foul”, “Habituated”, “Depredation”, and “Public Safety” bears
- Type of conflict will influence management response for individual bear
- Bears usually avoid people and direct interactions - but they will seek food, water, shelter in urban/suburban areas



# “No Harm/No Foul Bear”

- “Strayed into an area where an incident could occur, **has not engaged in nuisance activity or caused property damage**, and may require assistance to return to nearby suitable habitat”
- **Wrong place, wrong time**
  - “Food not confrontation”
  - Typically juvenile males
- **Give space** and time to leave
- **Haze or move** to nearest habitat



# “Habituated Bear”



- “Shows **little to no overt reaction to people** as a result of being repeatedly exposed to anthropogenic stimuli without substantial consequence.”
- General nuisance - but **no property damage or aggression** towards a human
- Recommend removing or restricting access to attractants



# “Depredation Bear”

- “Threatening to damage, or destroy, **property**”
- **Typical hazing** no longer effective
- Recommend more advanced deterrents and hazing
- Depredation permits can be requested/issued
  - Landowner takes bear
  - Strict firearms ordinances



# “Public Safety Bear”



- “Demonstrating aggressive action that has resulted in physical contact with a human; or a bear exhibiting an **immediate threat** to public health and safety, given the totality of the circumstances.”
- **Immediate threat** = bear exhibits one or more aggressive behaviors directed toward a person
- **Only Law Enforcement personnel determine immediate threat (public safety incidents)**



# CDFW Mountain Lion Policy

- **No Harm/No Foul:** Has not engaged in nuisance activity or caused property damage
- **Depredation:** Threatening to damage or destroy property. (Typically, livestock or domestic pets)
- **Public Safety:** Demonstrating aggressive action that has resulted in physical contact with a human; or exhibiting an immediate threat to public health and safety



# Damages Management: 3 Step Process

- Step 1: **Managing the Site**
  - Securing/removing food attractants
  - Using Deterrents
- Step 2: **Managing the Animal**
  - Provide a negative association through hazing techniques
- Step 3: **Managing the Conflict**
  - Removal of the animal from the population





# Step 1: Managing the Site

- Bird feeders →
  - Pet food/water →
  - Livestock →
  - Fruit trees →
  - Gardens →
  - BBQs →
  - Composting →
  - Beehives →
  - Around home →
  - Trash →
- Remove or use in winter only
  - Keep and provide inside
  - Provide fully enclosed shelter structures
  - Remove fallen fruit, harvest regularly
  - Electric fencing
  - Clean regularly
  - Try community composting
  - Electric fencing
  - Lock windows/doors, use deterrents
  - Use bear-resistant trash cans and clean



# Deterrents - Scaring is Caring!

- **Deterrents:** similar to “repellents”; devices or other methods that keep animals away from certain objects, areas, people, plants, or other animals
- Sensory items that discourage wildlife through sight, sound, smell, touch, or a combination of these things



# Step 2: Managing the Animal

## Hazing - Scaring is Caring!

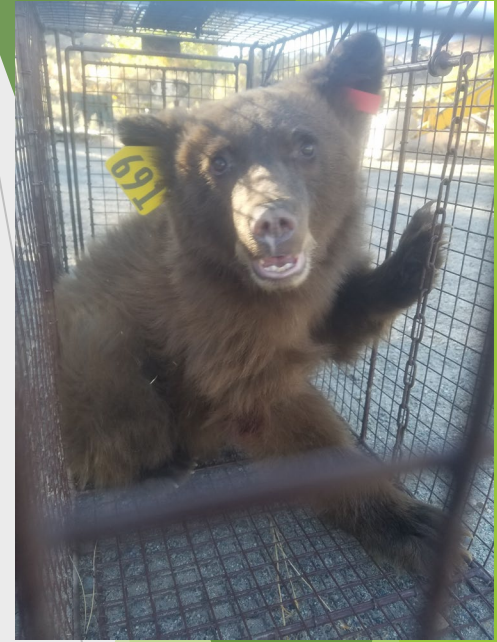
- Provide negative association to human development using approved non-lethal hazing techniques which include:
  - a. Pursuit with ATV or other type of motorized vehicle
  - b. Pursuit with dogs
  - c. Use of non-lethal ammunition (rubber bullets, cracker shells, bean bag rounds, paintball guns)





# Step 3: Managing the Conflict

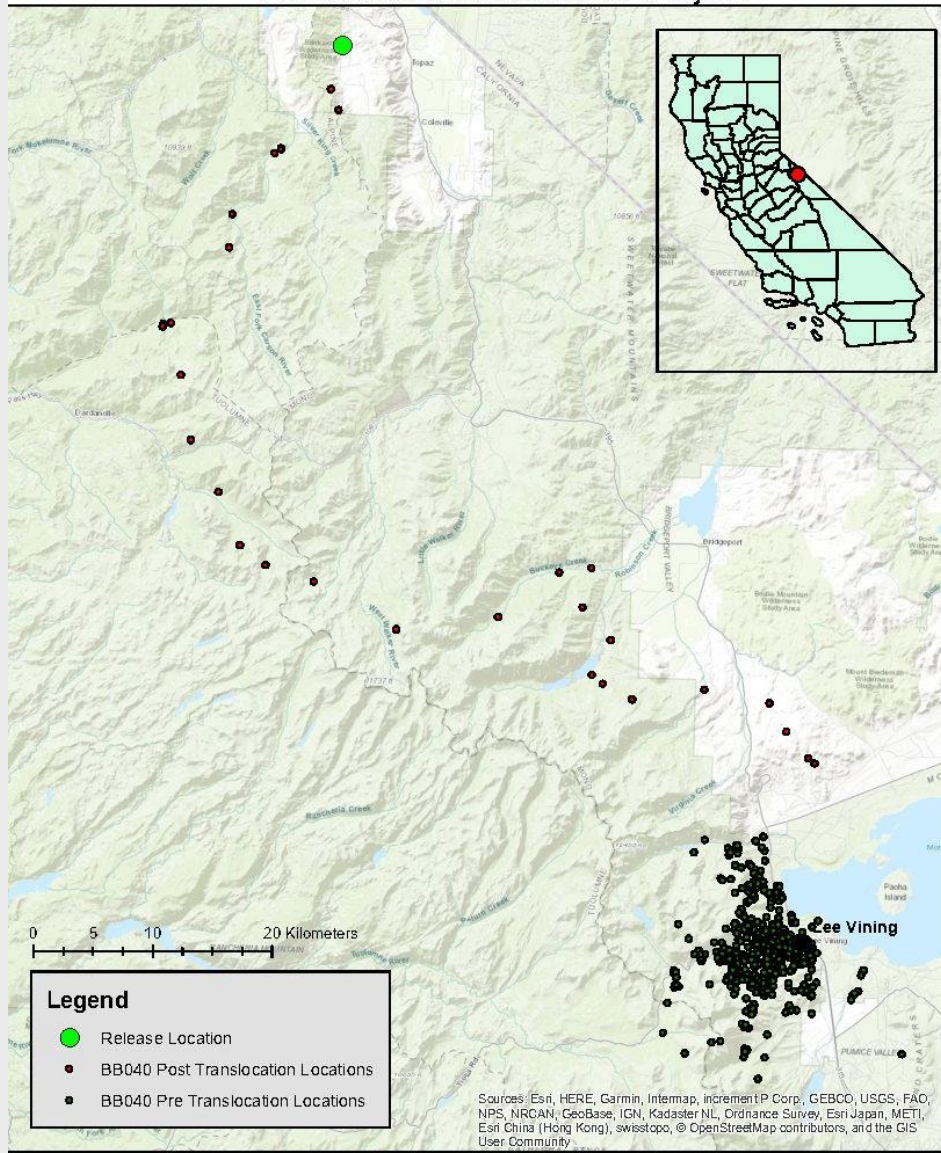
If all non-lethal corrective actions have been exhausted, the decision to remove the bear from the population (i.e., lethally taken, relocated, or captured for long-term captivity) shall be made by the CDFW Regional Manager or Response Guidance Team.





# The Problem(s) with Relocation...

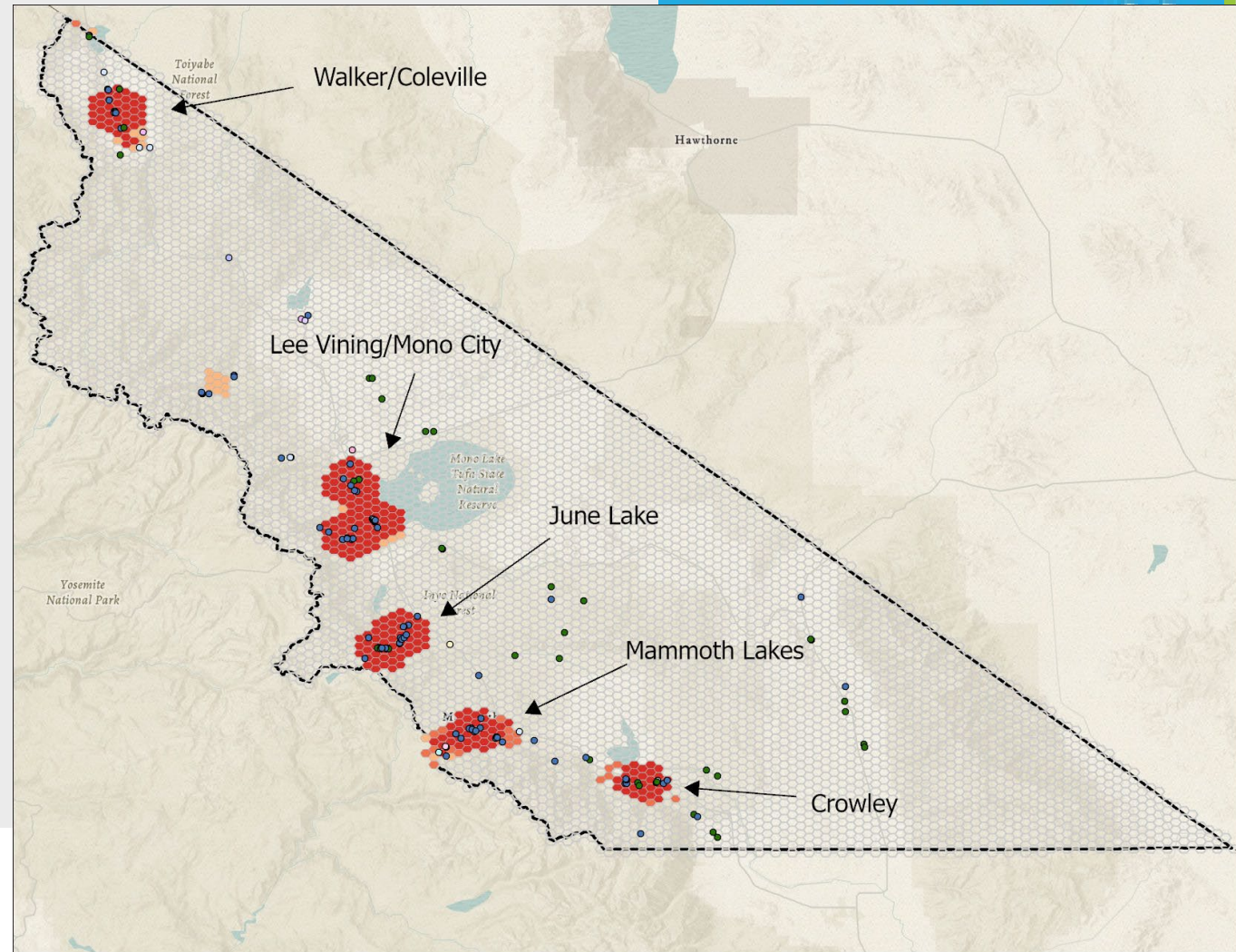
BB040 Movement Post-Translocation  
Eastern Sierra Black Bear Project



- Will usually return to the same place (or be killed trying to)
- Moves the “problem bear” to another area
- Opens up space for another bear to take its place
- Potential to spread disease
- Does not fix the root of the problem: **food and other attractants will continue to attract bears!**

# What can you do to help?

- Increased messaging/signage/social media presence about how to coexist with wildlife
- Reporting incidents
- Considerations for the future
  - Public Volunteer Programs?
  - County Trash Ordinance?



**WILDLIFEWATCH**

*A Leadership Response to Human-Wildlife Interactions*



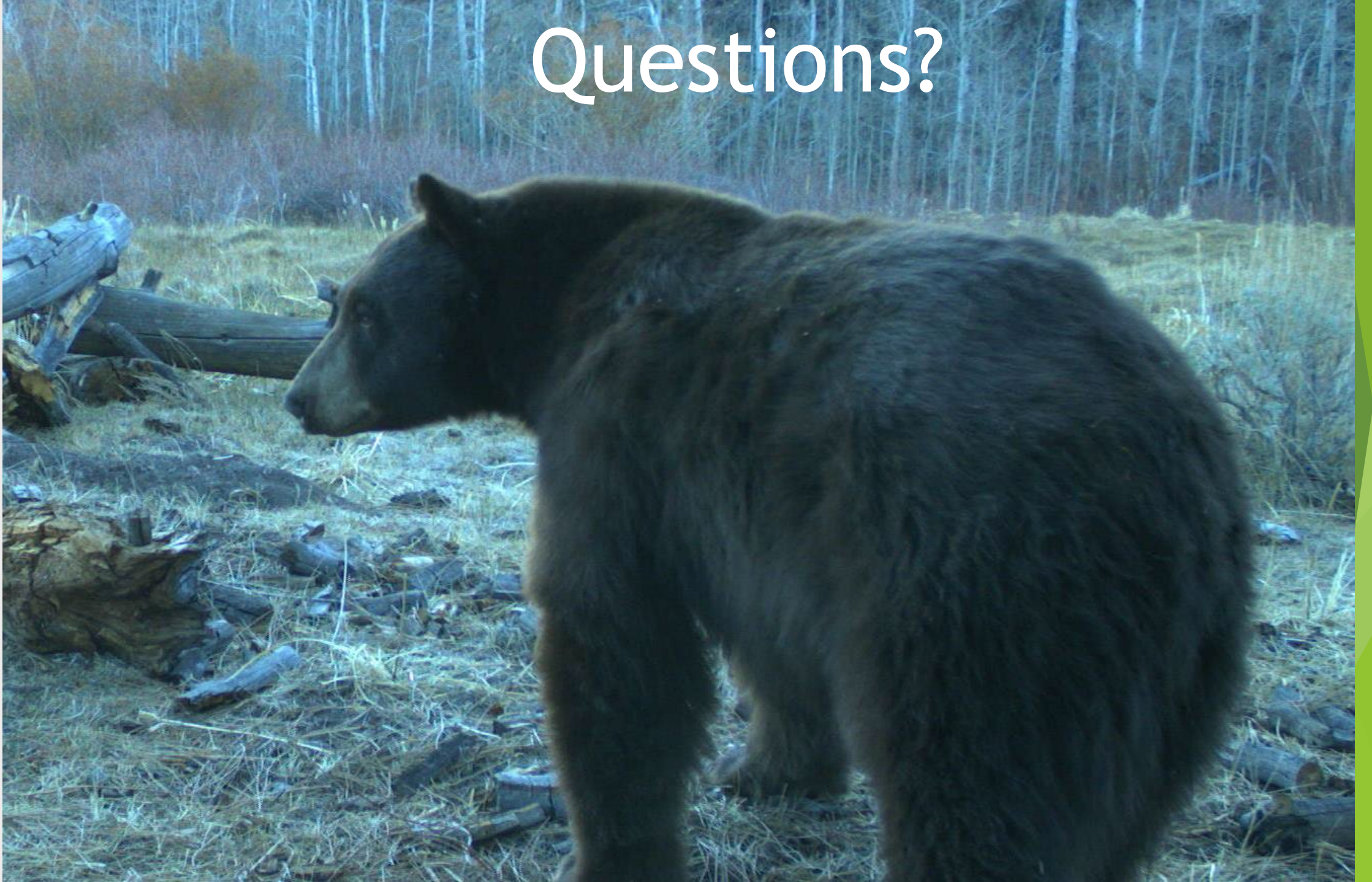
# Wildlife Belongs to Each of Us

- Take simple steps to prevent conflicts:
  - ✓ Manage the habitat around your home
  - ✓ Protect yourself, pets, and livestock
  - ✓ Remove or prevent access to attractants
  - ✓ Use deterrents/haze where appropriate
- CDFW is tasked with managing wildlife, but it's up to each of us to help prevent conflicts!





# Questions?





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 18, 2022

**Departments: Behavioral Health**

**TIME REQUIRED**    30 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Robin K. Roberts, Behavioral Health  
Director

**SUBJECT**            Addressing Deaths of Despair:  
Suicide and Unintentional Overdose  
Deaths and Prevention Strategies

**AGENDA DESCRIPTION:**

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

Presentation by Robin K. Roberts, MFT, director of Mono County Behavioral Health regarding deaths by suicide and Strategies will be discussed.

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Robin K. Roberts

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report Suicide and unintentional overdose in Mono County</a>
<a href="#">Power Point Presentation</a>

**History**

Time	Who	Approval
10/12/2022 1:58 PM	County Counsel	Yes
10/5/2022 3:45 PM	Finance	Yes



10/14/2022 3:50 PM

County Administrative Office

Yes



**MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT**

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**COUNTY OF MONO**

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

**TO:** Mono County Board of Supervisors

**FROM:** Robin K. Roberts, MFT, Mono County Behavioral Health, Director

**DATE:** September 20, 2022

**SUBJECT:**

Deaths of Despair: Suicide and Overdose in Mono County and the prevention strategies and treatment options offered by Mono County Behavioral Health

**RECOMMENDED ACTION:**

This is a workshop for the Board of Supervisors and Mono County community. Provide any desired direction to staff.

**DISCUSSION:**

National and statewide data tells us that death by suicide or accidental overdose are increasing at rates that are unprecedented. Many, if not most, of these deaths are preventable when individuals or family members or friends or work colleagues have information, support, access, and permission to 'reach in.' The data for Mono County shows us that fewer people die by suicide or accidental overdose than in other California counties, however, the impact is no less catastrophic.

This workshop will provide an overview of the pertinent data for Mono County as well as illustrate current trends related to suicides and unintended overdoses. Additionally, there will be a summary of the prevention strategies, treatment options and opportunity for engagement currently offered by Mono County Behavioral Health.


There will be discussion about what we can all do to 'reach in' and create communities where we hold hope for those who may be in a place of despair.

**FISCAL IMPACT:**

There is no direct fiscal impact. However, funding from the Mental Health Services Act (MHSA) is used to promote all prevention activities related to Mental Health and Suicide Prevention. Substance Abuse Prevention Grant (SAPG) funding is used to promote the effects of substance misuse and to create environments where NARCAN can be distributed.

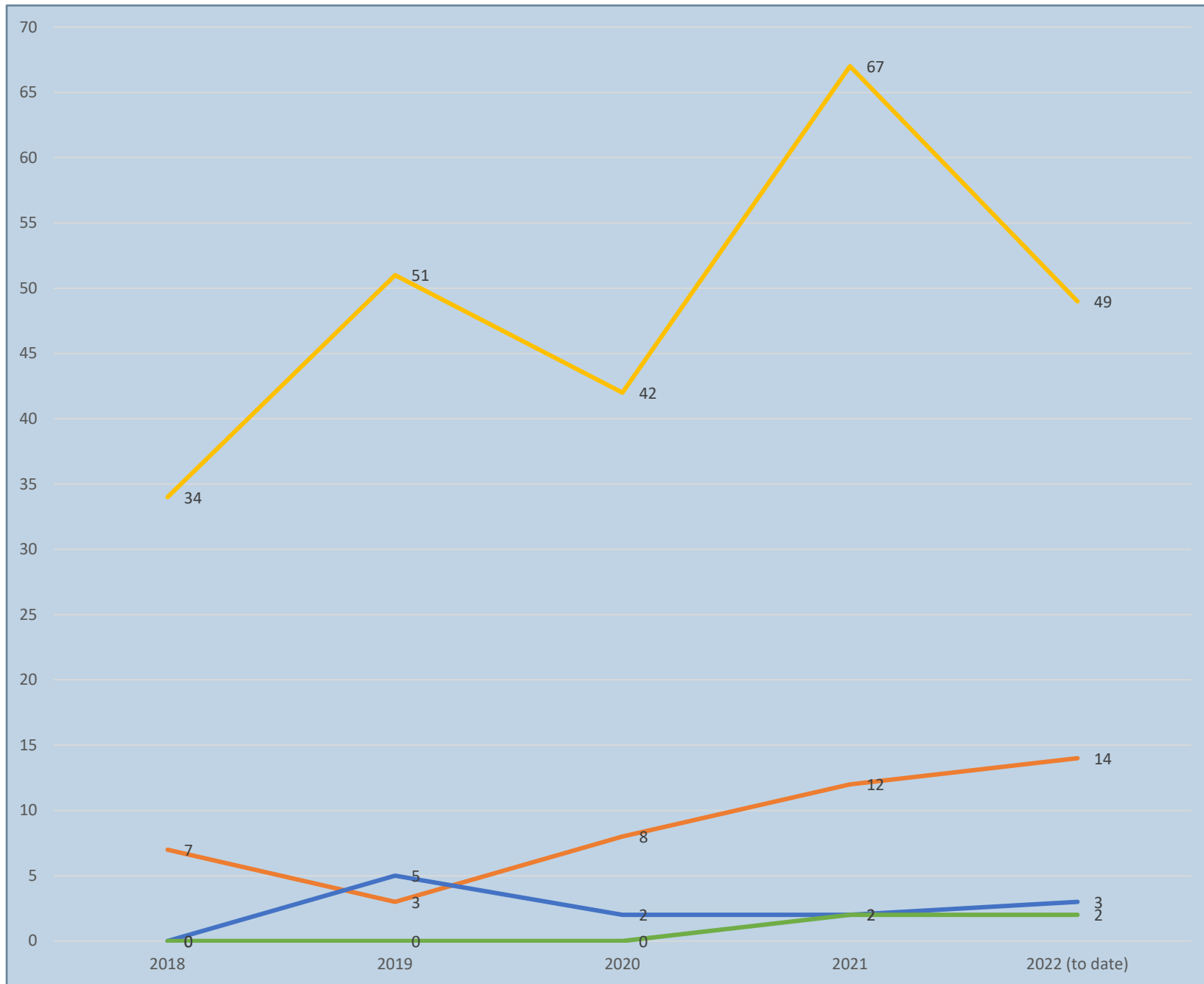
**SUBMITTED BY:**

Robin K. Roberts, MFT, Director, Contact: 760.924.1740



# DEATHS OF DESPAIR

Mono County Behavioral Health  
Robin K. Roberts



# The Data

**Crisis Calls to MCBH**

**5150 Holds**

**Deaths by Suicide**

**Deaths by Overdose**

# Compared to California

2018-2020:

13,073 deaths by  
suicides in  
California

7 in Mono County



2018-2020:

11,174 deaths by  
opioid overdose in  
California

0 in Mono County

# MCBH Taking Action: Events & Programs

## Suicide Prevention

- May 2021: Mental Health First Aid (MHFA) Certification Course
- April-May 2022: Reaching In Tour – How to Strengthen Community for Suicide Prevention
  - Chalfant
  - June Lake
  - Mammoth Lakes
  - Bridgeport
- May 2022: Suicide Awareness 5kish Walk
- October 2023: Intro To MHFA
- Special Projects:
  - Mobile Crisis Response Team
  - MyStrength mobile application
  - EpiCal





# MCBH Taking Action: Events & Programs



## Overdose Prevention

- Almost 1,000 Narcan Kits given out across the County in collaboration with Public Health
- MCBH has sponsored 12 events:
  - Walker
  - Benton
  - Bridgeport
  - Lee Vining
  - Mammoth Lakes
  - Benton
  - Wellness Center Open Houses
- MCBH has tabled at 14 events:
  - 6 COVID vaccine events
  - 2 Health and Safety Fairs
  - Eastern Sierra Pride Festival
  - Spring Festival (Bridgeport Indian Colony)
  - Kutzadika Days
  - Mammoth Mountain Sober Happy Hour in celebration of Mental Health Awareness Month
- MCBH launched cannabis & alcohol prevention campaign aimed at young adults last week

# MCBH: We Believe in Connection

## Community connection is the antidote to loneliness & despair

- Ongoing Wellness Center Activities & Socials
  - Walker: average of 16 activities per month + Community Garden
  - Mammoth Lakes: average of 18 activities per month
  - Bridgeport: average of 20 activities per month
  - Crowley Lake: average of 2 activities per month
  - Benton: 1 Social per month
  - June Lake: 1 Social per month
  - Programs especially for Latinx community
  - Programs especially for LGBTQ+ community
  - Programs especially for Tribal communities
  - New collaboration with Mono Arts Council





# MCBH Taking Action: Collaboration

We take pride in being responsive & available

- Mono County Public Health: Key Partner in Narcan & Harm Reduction
- Mammoth Hospital: Bi-weekly care & crisis coordination meetings
- Mammoth Mountain Ski Area
  - Overdose prevention training for 30 members of leadership team
  - Overdose prevention training at safety meeting for 200+ employees
  - Narcan is now on site at every MMSA-owned lodging facility
  - MMSA sponsored an aid tent and donated raffle prizes for the Suicide Prevention Awareness 5Kish walk
  - Sober happy hour in May 2022 to raise awareness for Mental Health month and MCBH services
  - Outreach to Mammoth Mountain Ski Patrol – distributed 50 Narcan kits



# MCBH Taking Action: Outreach to Professionals

**Collaborating with Public Health, we educated County employees & business owners about Narcan & provided a few departments with suicide awareness trainings.**



A word cloud of department names in various shades of blue. The words are arranged in a roughly circular pattern, with some larger and some smaller. The names include: probation, mlpd, mammoth mountain, public works, mammoth lakes, vons, mammoth lakes, finance, clerk recorder, jail, animal control, facilities, department, latin market, lift, environmental health, community development, county council, shiloh inn, social services, village, alpenhof lodge, mlfd, courts, sheriff, fishandgame.

# Taking Action: What can you do?







## Questions & Comments

Robin K. Roberts

[rroberts@mono.ca.gov](mailto:rroberts@mono.ca.gov)

760-924-1740



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 18, 2022

**TIME REQUIRED**

**SUBJECT**                    Closed Session - Labor Negotiations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, Patty Francisco, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--------------------------------------------------------------------------

**History**

Time

Who

Approval



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 18, 2022

**Departments: Economic Development**

**TIME REQUIRED**    PUBLIC HEARING: 1:00 PM (20 minutes)

**PERSONS APPEARING BEFORE THE BOARD**

Jeff Simpson, Economic Development Director and Jeff Lucas, Principal at Community Development Services

**SUBJECT**            PUBLIC HEARING: Community Development Block Grant CV-1 Application Amendment

**AGENDA DESCRIPTION:**

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

Public hearing regarding Community Development Block Grant (CDBG) CV-1 Application Amendment.

**RECOMMENDED ACTION:**

Conduct public hearing. Consider and potentially approve amendment by resolution for use of CDBG CV-1 funding in the amount of \$64,484 from Microenterprise Grants to Small Business Forgivable Loans. Provide any desired direction to staff.

**FISCAL IMPACT:**

\$64,484 has already been awarded to Mono County. Amending the grant would only change how the county is able to use the funds. No additional fiscal impact.

**CONTACT NAME:** Jeff Simpson

**PHONE/EMAIL:** 760-924-4634 / jsimpson@mono.ca.gov

**SEND COPIES TO:**

jsimpson@mono.ca.gov

**MINUTE ORDER REQUESTED:**

YES    NO

**ATTACHMENTS:**

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

History

Time

Who

Approval

10/12/2022 3:28 PM

County Counsel

Yes

10/13/2022 2:49 PM

Finance

Yes

10/14/2022 3:50 PM

County Administrative Office

Yes



# MONO COUNTY

## ECONOMIC DEVELOPMENT

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P.O. BOX 603, MAMMOTH LAKES, CALIFORNIA 93546  
(760) 924-4634 • (760) 924-1697 (Fax)

---

Jeff Simpson  
Economic Development Director  
jsimpson@mono.ca.gov  
760-924-4634

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### STAFF REPORT

**SUBJECT:** Public Hearing: Community Development Block Grant (CDBG) CV-1 Application Amendment

**RECOMMENDATION:** Approve amendment by resolution for use of CDBG CV-1 funding in the amount of \$64,484 from Microenterprise Grants to Small Business Forgivable Loans.

**BACKGROUND:** Mono County applied for a Community Development Block Grants (CDBG) CV-1 funds to the State Housing and Community Development Agency in the amount of \$64,484 in August 2020 for the purpose of providing financial assistance to help microenterprise during the COVID-19 impact period. The purpose of the program was to provide financial assistance in the form of mini grants of up to \$10,000 to microenterprise. Shortly afterward, the County applied for CDBG CV 2&3 funding in the amount of \$234,149 for the purpose of providing forgivable loans to small businesses of up to \$35,000. The loans are to be forgiven after a three-month period based on job creation/retention.

The CV-1 mini grant program has not been utilized, most likely due to the application requirements. However, all the forgivable loans funds in CV 2&3 have been used, with requests pending for two more loans.

The State will allow the County to use the CV-1 funds for forgivable loans by amending the current use of funds description by resolution. Attached for Board consideration is the resolution to amend the original funding request resolution use of funds from mini grants for microenterprise to forgivable loans to small businesses to create/retain jobs.

Staff recommends the board approve the amendment to utilize CDBG CV 1 funds for forgivable loans.

**FISCAL IMPACT:** \$64,484 has already been awarded to Mono County. Amending the grant would only change how the county is able to use the funds. No additional fiscal impact.







R22-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
APPROVING AN AMENDMENT TO THE STANDARD AGREEMENT FOR THE 2020  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CORONAVIRUS  
RESPONSE ROUND 1 (CDBG-CVI) NOFA DATED JUNE 5, 2020**

**WHEREAS**, The State of California, Department of Housing and Community Development (hereinafter "HCD"), administers a federal program known as the Community Development Block Grant Program (hereinafter "CDBG"); and

**WHEREAS**, in addition to CDBG General Allocation funding, HCD administers federal funds authorized by the Coronavirus Aid, Relief, and Economic Security ( CARES) Act to provide extra CDBG funds specifically targeted to prevent, prepare, and respond to the COVID-19 emergency; and

**WHEREAS**, pursuant to the CARES Act, HCD published a Notice of Funding Availability (NOFA) for the Coronavirus Response Round 1 (CDBG-CVI) funds on June 5, 2020, announcing the availability of approximately \$18,700,000 in funding statewide of which the County is eligible to apply to the State for up to \$64,484.00 in CDBG-CVI funds; and

**WHEREAS**, the Board of Supervisors conducted a noticed public hearing on August 18, 2020 requesting public input on the CDBG-CVI NOFA and approved a funding request in the amount of \$64,484 to be used for microenterprise grants; and

**WHEREAS**, these funds are unspent; and

**WHEREAS**, it is the County's intention to allocate these funds to the existing and successful CDBG CV 2 & 3 forgivable business loan program; and

**WHEREAS**, the Board of Supervisors conducted a noticed public hearing on October 18, 2022 requesting public input on the CDBG-CVI amendment to the standard agreement; and

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

1           **SECTION ONE:** The County Board of Supervisors has reviewed and hereby approves  
2 the submission to the State of California (“State”) of one or more amendments to its existing  
3 CDBG-CV1 Standard Agreement with the State numbered 20-CDBG-CV1-00066 (the  
4 “Standard Agreement”) pursuant to the State’s June 2020 CDBG-CV1 Notice of Funding  
5 Availability (NOFA). The reviewed and approved amendment(s) are presented in Section 2 of  
6 this Resolution.

7           **SECTION TWO:** The following amendments to the Standard Agreement have been  
8 reviewed and approved by the County Board of Supervisors, with acknowledgement that all  
9 provisions of the Standard Agreement other than those shown in the tables below shall remain  
10 unmodified.

11           ***Existing Section Reference***

12           ***Existing Provision: Provide mini grants not to exceed \$10,000 to microenterprise.***

13  
14  
15  
16  
17           ***Amended Provision: Provide forgivable loans up to \$35,000 to small businesses.***

18  
19  
20  
21  
22  
23           **SECTION THREE:** The County acknowledges compliance with all state and federal  
24 public participation requirements with respect to the proposed amendments to the Standard  
25 Agreement described in Section 2 above.

26  
27           **SECTION FOUR:** The County hereby authorizes and directs the County  
28 Administrative Officer, or designee\*, to execute and deliver all applications and/or amendments  
29 and act on the “County’s behalf in all matters pertaining to all such applications and/or  
30 amendments.

31           **SECTION FIVE:** If an amendment to the Standard Agreement is approved as  
32 contemplated above, the County Administrative Officer or designee\*, is authorized to enter into,

1 execute, and deliver an amendment to the Standard Agreement and any and all other  
2 documentation which may be required by the State from time to time for the purposes of this  
3 grant.

4 **SECTION SIX:** If an amendment to the Standard Agreement is approved, the County  
5 Administrative Officer, or designee\*, is authorized to sign and submit Funds Requests and all  
6 required reporting forms and other documentation as may be required by the State of California  
7 from time to time in connection with this grant.

8  
9 **PASSED, APPROVED and ADOPTED** this 18th day of October, 2022, by the  
10 following vote, to wit:

11 **AYES:**

12 **NOES:**

13 **ABSENT:**

14 **ABSTAIN:**

15 \_\_\_\_\_  
16 Bob Gardner, Chair  
17 Mono County Board of Supervisors

18 **ATTEST:**

19 **APPROVED AS TO FORM:**

20 \_\_\_\_\_  
21 Clerk of the Board

22 \_\_\_\_\_  
23 County Counsel



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 18, 2022

**Departments: Behavioral Health**

**TIME REQUIRED**    10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Amanda Greenberg, Behavioral  
Health Program Manager

**SUBJECT**            Mono County Behavioral Health FY  
2022-2023 Mental Health Services  
Act (MHSA) Annual Update Mid-Year  
Revision with New Innovation Plan

**AGENDA DESCRIPTION:**

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

Presentation by Amanda Greenberg regarding a Mid-Year Revision to the MHSA FY 22-23 Annual Update. This Mid-Year Revision is substantively the same as the previously approved Annual Update but includes a new Innovation Plan.

**RECOMMENDED ACTION:**

(1) Receive staff presentation on Annual Update Mid-Year Revision; (2) Review and approve Annual Update Mid-Year Revision; and (3) Provide any other direction to staff.

**FISCAL IMPACT:**

The MHSA 2022-2023 Annual Update Mid-Year Revision includes the expenditure of approximately \$535,000 in vendor costs and staff costs. There is no impact to the General Fund.

**CONTACT NAME:** Amanda Greenberg

**PHONE/EMAIL:** 760-924-1754 / agreenber@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES    NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">FY 2022-2023 MHSA Annual Update Mid-Year Revision Draft for Public Comment</a>
<input type="checkbox"/> <a href="#">Presentation</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/4/2022 10:24 AM	County Counsel	Yes
10/13/2022 2:59 PM	Finance	Yes
10/14/2022 3:51 PM	County Administrative Office	Yes



**MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT**

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**COUNTY OF MONO**

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

**TO:** Mono County Board of Supervisors

**FROM:** Amanda Greenberg, Mono County Behavioral Health Program Manager

**DATE:** September 29, 2022

**SUBJECT:**

Mono County Behavioral Health FY 2022-2023 Mental Health Services Act Annual Update Mid-Year Revision with New Innovation Plan

**RECOMMENDED ACTION:**

(1) Receive staff presentation on Annual Update Mid-Year Revision; (2) review and approve Annual Update Mid-Year Revision; and (3) provide any other direction to staff.

**DISCUSSION:**

The Mental Health Services Act (MHSA) Three-Year Plan and Annual Update are required by the California Department of Health Care Services to report how Mono County Behavioral Health (MCBH) plans to spend its MHSA funding. The Mono County Board of Supervisors (BOS) reviewed and approved the FY 22-23 MHSA Annual Update in June 2022. This Mid-Year Revision is substantively the same as the previously approved Annual Update but includes a new Innovation Plan entitled: Semi-Statewide Enterprise Health Record and updated budget sheets. MCBH has been working for several years toward implementing a new Electronic/Enterprise Health Record (EHR), and we believe that joining the Semi-Statewide EHR project will help us meet state requirements, recruit and retain staff, and spend more time serving clients.

The contract for the EHR project was approved by the BOS on August 16, 2022; approval of the Mid-Year Revision will allow MCBH to use Innovation funds for this project. Innovation funds are highly regulated and thus notably difficult to expend so this project allows MCBH to allocate these funds to critical operations and helps protect the funds from reversion.

The public hearing for this Annual Update Mid-Year Revision will be held on October 17, 2022, as part of the standing Behavioral Health Advisory Board meeting. As a result of this timeline, a draft of the Mid-Year Revision was included with this item and a final version will be distributed to the BOS and added to the packet in conjunction with this item.

**FISCAL IMPACT:**

The MHSa 2022-2023 Annual Update Mid-Year Revision includes the expenditure of approximately \$535,000 in vendor costs and staff costs. There is no impact to the General Fund.

**SUBMITTED BY:**

Amanda Greenberg, Program Manager, Contact: 760.924.1740





Supporting You On Your Path  
Apoyandote En Tu Camino

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Mono County Behavioral Health  
Mental Health Services Act (MHSA)  
FY 2022-2023 Annual Update

*Mid-Year Revision with New Innovation Plan*

Posted for Public Comment September 16, 2022

Including the following Supplemental Reports:  
Prevention and Early Intervention Evaluation Report  
(Aggregated Data)  
Annual Innovative Project Reports



WELLNESS • RECOVERY • RESILIENCE

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## EXECUTIVE SUMMARY

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Welcome! Our Mental Health Services Act (MHSA) Annual Update is here to provide you, our community members, with information about the incredible programming that Mono County Behavioral Health (MCBH) is able to provide thanks to our MHSA funding.

The MHSA is a one percent tax on millionaires in California and funds programs in five different categories: Community Services and Supports (CSS), Prevention and Early Intervention (PEI), Innovation (INN), Workforce Education and Training (WET), and Capital Facilities and Technological Needs (CF/TN). Through each of these categories, MCBH is able to meet different community needs that are identified as part of our Community Program Planning Process.

MCBH is proud to present its fiscal year 2022-2023 Annual Update, which provides a progress report of MHSA activities for the 2021-2022 fiscal year and an overview of current or proposed MHSA programs planned and/or underway for the 2022-2023 fiscal year. This report will also provide you with specific data and information about our PEI and our Innovation programs.

*A note about COVID-19, staffing, and racial equity:*

Spring 2020 brought many changes for MCBH and our communities. In response to the COVID-19 pandemic, MCBH made a number of quick pivots in its MHSA programs, staffing, and ways of delivering services. While some programs and activities have returned to their “pre-COVID normal,” others have not. For example, as of February 2022, MCBH was still providing the majority of its clinical services via telehealth. For many clients, this change in service delivery had a positive effect – allowing them to attend sessions without traveling or facing the stigma associated with walking into a County facility. In other cases, individuals (especially youth) didn’t have a private place to talk or missed the connection gained from face-to-face contact. Despite going through the stressors of the pandemic themselves, MCBH staff have done a remarkable job of linking clients to community resources and providing quality services and programs.

Finally, in these divided times, MCBH has prioritized justice, equity, diversity, and inclusion within its department, including the creation of a Racial Equity Committee, participation in implicit bias trainings, and the integration of a set of core values designed to promote a more equitable team. Thank you for taking the time to read our plan, and we hope that you provide us with feedback on our work!

### Resumen Ejecutivo

¡Bienvenidos! Nuestra Actualización Anual de la Ley de Servicios de Salud Mental (MHSA) está aquí para brindarles a ustedes, los miembros de nuestra comunidad, información sobre la increíble programación que Mono County Behavioral Health (MCBH) puede brindar gracias a nuestros fondos de MHSA.

El MHSa es un impuesto del uno por ciento sobre los millonarios en California y financia programas en cinco categorías diferentes: Servicios y Apoyos Comunitarios (CSS), Prevención e Intervención Temprana (PEI), Innovación (INN), Educación y Capacitación Laboral (WET) y Capital Instalaciones y Necesidades Tecnológicas (CF / TN). A través de cada una de estas categorías, MCBH puede satisfacer diferentes necesidades de la comunidad que se identifican como parte de nuestro proceso de Planificación del Programa Comunitario.

Especialmente después de un año tan desafiante, MCBH se enorgullece de presentar su Plan Trienal 2020-2023 combinado y la Actualización Anual 2022-2023, que proporciona un informe de progreso de las actividades de la MHSa para el Año Fiscal 2021-2022 y una descripción general de las actividades actuales o propuestas. Programas MHSa planificados y / o en curso para los Años Fiscales 2022-2023. Este informe también le proporcionará datos e información específicos sobre nuestro PEI y nuestros programas de Innovación.

Una nota sobre COVID-19, personal y equidad racial:

La primavera de 2020 trajo muchos cambios para MCBH y nuestras comunidades. En respuesta a la pandemia de COVID-19, MCBH realizó una serie de cambios rápidos en sus programas, personal y formas de brindar servicios de la MHSa. Si bien algunos programas y actividades han vuelto a su "normalidad anterior a COVID", otros no. Por ejemplo, en febrero de 2022, MCBH aún brindaba la mayoría de sus servicios clínicos a través de telesalud. Para muchos clientes, este cambio en la prestación de servicios tuvo un efecto positivo, ya que les permitió asistir a las sesiones sin viajar ni enfrentar el estigma asociado con ingresar a una instalación del condado. En otros casos, las personas (especialmente los jóvenes) no tenían un lugar privado para hablar o se perdían de la conexión que se obtenía del contacto cara a cara. A pesar de pasar por los factores estresantes de la pandemia, el personal de MCBH ha hecho un trabajo notable al vincular a los clientes con los recursos de la comunidad y brindar servicios y programas de calidad.

Finalmente, en estos tiempos divididos, MCBH ha priorizado la justicia, la equidad, la diversidad y la inclusión dentro de su departamento, incluida la creación de un Comité de Equidad Racial, la participación en capacitaciones sobre prejuicios implícitos y la integración de un conjunto de valores fundamentales diseñados para promover un equipo más equitativo. ¡Gracias por tomarse el tiempo de leer nuestro plan y esperamos que nos brinde comentarios sobre nuestro trabajo!

Si está leyendo este resumen en español y está interesado en obtener más información sobre nuestro plan, llame al 760-924-1740 para programar una cita para hablar con el personal de MHSa de habla hispana.

# MHSA COUNTY FISCAL ACCOUNTABILITY & PROGRAM CERTIFICATIONS ANNUAL UPDATE FY 22-23 (ORIGINAL)

## MHSA COUNTY FISCAL ACCOUNTABILITY CERTIFICATION<sup>1</sup>

County/City:  Mono

- Three-Year Program and Expenditure Plan
- Annual Update
- Annual Revenue and Expenditure Report

<p><b>Local Mental Health Director</b></p> <p>Name: Robin K. Roberts          Telephone Number: 760-924-1740          Email: <a href="mailto:rroberts@mono.ca.gov">rroberts@mono.ca.gov</a></p>	<p><b>County Auditor-Controller</b></p> <p>Name: Janet Dutcher          Telephone Number: 760-932-5494          Email: <a href="mailto:jdutcher@mono.ca.gov">jdutcher@mono.ca.gov</a></p>
<p>Local Mental Health Mailing Address:</p> <p>Mono County Behavioral Health          PO Box 2619 / 1290 Tavern Road          Mammoth Lakes, CA 93546</p>	

I hereby certify that the Three-Year Program and Expenditure Plan, Annual Update or Annual Revenue and Expenditure Report is true and correct and that the County has complied with all fiscal accountability requirements as required by law or as directed by the State Department of Health Care Services and the Mental Health Services Oversight and Accountability Commission, and that all expenditures are consistent with the requirements of the Mental Health Services Act (MHSA), including Welfare and Institutions Code (WIC) sections 5813.5, 5830, 5840, 5847, 5891, and 5892; and Title 9 of the California Code of Regulations sections 3400 and 3410. I further certify that all expenditures are consistent with an approved plan or update and that MHSA funds will only be used for programs specified in the Mental Health Services Act. Other than funds placed in a reserve in accordance with an approved plan, any funds allocated to a county which are not spent for their authorized purpose within the time period specified in WIC section 5892(h), shall revert to the state to be deposited into the fund and available for counties in future years.

I declare under penalty of perjury under the laws of this state that the foregoing and the attached plan/update/revenue and expenditure report is true and correct to the best of my knowledge.

Robin K. Roberts Feb 4, 2022  
Robin Roberts (Feb 4, 2022 15:55 PST)  
 Local Mental Health Director (PRINT) Signature Date

I hereby certify that for the fiscal year ended June 30, 2020, the County/City has maintained an interest-bearing local Mental Health Services (MHS) Fund (WIC 5892(f)); and that the County's/City's financial statements are audited annually by an independent auditor and the most recent audit report is dated for the fiscal year ended June 30, 2020. I further certify that for the fiscal year ended June 30, 2021, the State MHSA distributions were recorded as revenues in the local MHS Fund; that County/City MHSA expenditures and transfers out were appropriated by the Board of Supervisors and recorded in compliance with such appropriations; and that the County/City has complied with WIC section 5891(a), in that local MHS funds may not be loaned to a county general fund or any other county fund. I declare under penalty of perjury under the laws of this state that the foregoing, and if there is a revenue and expenditure report attached, is true and correct to the best of my knowledge.

Janet Dutcher Feb 8, 2022  
Janet Dutcher  
 County Auditor Controller (PRINT) Signature Date

<sup>1</sup> Welfare and Institutions Code Sections 5847(b)(9) and 5899(a)

## MHSA COUNTY PROGRAM CERTIFICATION

### MHSA COUNTY PROGRAM CERTIFICATION<sup>1</sup>

County/City:  Mono

Three-Year Program and Expenditure Plan

Annual Update

Annual Revenue and Expenditure Report

<p><b>Local Mental Health Director</b></p> <p>Name: Robin K. Roberts          Telephone Number: 760-924-1740          Email: <a href="mailto:rroberts@mono.ca.gov">rroberts@mono.ca.gov</a></p>	<p><b>Program Lead</b></p> <p>Name: Amanda Greenberg          Telephone Number: 760-924-1754          Email: <a href="mailto:agreenberg@mono.ca.gov">agreenberg@mono.ca.gov</a></p>
<p>Local Mental Health Mailing Address:</p> <p>Mono County Behavioral Health          PO Box 2619 / 1290 Tavern Road          Mammoth Lakes, CA 93546</p>	

I hereby certify that I am the official responsible for the administration of county/city mental health services in and for said county/city and that the County/City has complied with all pertinent regulations and guidelines, laws and statutes of the Mental Health Services Act in preparing and submitting this Three-Year Program and Expenditure Plan and/or Annual Update, including stakeholder participation and nonsupplantation requirements.

The Three-Year Program and Expenditure Plan and/or Annual update has been developed with the participation of stakeholders, in accordance with Welfare and Institutions Code Section 5848 and Title 9 of the California Code of Regulations section 3300, Community Planning Process. The draft Three-Year Program and Expenditure Plan and/or Annual Update was circulated to representatives of stakeholder interests and any interested party for 30 days for review and comment and a public hearing was held by the local mental health board. All input has been considered with adjustments made, as appropriate. The annual update and expenditure plan, attached hereto, was adopted by the County Board of Supervisors on June 14, 2022.

Mental Health Services Act funds are and will be used in compliance with Welfare and Institutions Code section 5891 and Title 9 of the California Code of Regulations section 3410, Non-Supplant.

All documents in the attached Three-Year Program and Expenditure Plan and/or Annual Update are true and correct.

Robin K. Roberts  
 Local Mental Health Director (PRINT)

  
 Signature

6/15/21  
 Date

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MHSA COUNTY FISCAL ACCOUNTABILITY & PROGRAM  
CERTIFICATIONS ANNUAL UPDATE FY 22-23 (MID-YEAR)

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\*\*To be completed following BOS Review

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## BOARD OF SUPERVISORS APPROVAL (ORIGINAL)

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To view the presentation and further information about this Annual Update by the Mono County Board of Supervisors on June 14, 2022, please visit the following link:

- <https://www.monocounty.ca.gov/bos/page/board-supervisors-154>

<b>BOARD OF SUPERVISORS COUNTY OF MONO P.O. BOX 715, BRIDGEPORT, CA 93517</b>		
<i>Scheereen Dedman</i> 760-932-5538 <a href="mailto:sdedman@mono.ca.gov">sdedman@mono.ca.gov</a> <i>Clerk of the Board</i>	<b>REGULAR MEETING of June 14, 2022</b>	<i>Queenie Barnard</i> 760-932-5534 <a href="mailto:qbarnard@mono.ca.gov">qbarnard@mono.ca.gov</a> <i>Assistant Clerk of the Board</i>
<b>MINUTE ORDER M22-120 Agenda Item 7C.</b>		
<b>TO:</b> Behavioral Health		
<b>SUBJECT:</b> Mental Health Services Act FY 22-23 Annual Update		
<b>ACTION:</b> (1) Received staff presentation on Annual Update; (2) reviewed and approved Annual Update.		
<b>Corless motion. Kreitz seconded.</b>		
<b>Vote: 4 yes, 0 no, M22-120</b>		

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## BOARD OF SUPERVISORS APPROVAL (MID-YEAR)

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\*\*To be completed following BOS Review

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## MONO COUNTY SNAPSHOT & CAPACITY OVERVIEW

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Mono County is a frontier county, bordering the state of Nevada to the north and east and the Sierra Nevada Mountains to the west. Other than Mammoth Lakes, with a year-round population of 8,000, the remainder of the county consists of small communities ranging in population from less than 300 to about 1,200 people. The northern part of the county includes the small towns of Topaz, Walker, and Coleville. Bridgeport, the county seat, is 35 miles south of these three small communities. The central part of the county includes the communities of Lee Vining, June Lake, Crowley Lake, the Wheeler Crest communities, and Mammoth Lakes. In the southeast sector lie Benton and Chalfant.

According to 2020 Census statistics, the total population of Mono County is 14,444, a slight increase since the 2010 Census. Other than Mammoth Lakes, which has a year-round population of approximately 8,000, the remainder of the county consists of small communities ranging in population from less than 300 to about 1,200 people. To illustrate the vastness of the county, there are approximately 4.6 people per square mile.

The ethnic distribution of Mono County is 27.6 percent Hispanic/Latinx 2.9 percent American Indian and Alaska Native, 0.8 percent Black or African American, 1.8 percent Asian, 0.8 percent Native Hawaiian/Other Pacific Islander/Other/Unknown, and 65.3 percent Caucasian. The county is comprised of 46.9% percent female residents and 53.1% percent male residents.

Mono County has one threshold language: Spanish. Per MCBH's Cultural and Linguistic Competence Plan and other related policies and procedures, the Department ensures that services are available in Spanish and that flyers and community materials are provided in Spanish as well. As is evident in the assessment of current capacity below, MCBH has a diverse staff with approximately 45 percent bilingual English-Spanish speakers.

Mono County defines its underserved populations based on 9 CCR § 3200.300. "Underserved" means clients of any age who have been diagnosed with a serious mental illness and/or serious emotional disturbance and are receiving some services, but are not provided the necessary or appropriate opportunities to support their recovery, wellness and/or resilience. When appropriate, it includes clients whose family members are not receiving sufficient services to support the client's recovery, wellness and/or resilience. These clients include, but are not limited to, those who are so poorly served that they are at risk of homelessness, institutionalization, incarceration, out-of-home placement or other serious consequences; members of ethnic/racial, cultural, and linguistic populations that do not have access to mental health programs due to barriers such as poor identification of their mental health needs, poor engagement and outreach, limited language access, and lack of culturally competent services; and those in rural areas, Native American rancherias and/or reservations who are not receiving sufficient services.

Mono County defines its unserved populations based on 9 CCR § 3200.310. "Unserved" means those individuals who may have serious mental illness and/or serious emotional disturbance and

are not receiving mental health services. Individuals who may have had only emergency or crisis-oriented contact with and/or services from the County may be considered unserved.

Mono County's inhabited areas range in altitude from 5,000 to 8,500 feet; winters can be long and harsh with occasional road closures. Residents primarily earn their livelihoods through government service and retail trades related to tourism and agriculture. Due to the dependence on tourism, Mono County's small business owners were especially hard hit by COVID-19. For median household income, the U.S. Census lists median household income for time period 2015-2020 in Mono County at \$75,235. In comparison, the statewide average for this same time period is listed at \$77,358. Thus, this data indicates that Mono County's median household income is, on average, \$2,123 less than the statewide average. The U.S. census for the same time periods indicated above list that 11.5 percent of Mono County residents live in poverty. The median value of owner-occupied housing units is \$505,000. Schools are located in Coleville, Bridgeport, Lee Vining, Benton, and Mammoth Lakes, each school is approximately 25-45 miles from the next. Mono County has three school districts: Mammoth Unified School District (MUSD), Eastern Sierra Unified School District (ESUSD), and Mono County Office of Education (MCOE).

Several of Mono County's communities are year-round resorts and include multi-million-dollar homes belonging to second homeowners. However, many year-round residents struggle to make ends meet, often holding more than one job. Additionally, the Mammoth Lakes tourist-related businesses, such as the ski area, promulgate a resort atmosphere that normalizes excessive alcohol consumption.

### Assessment of Current Capacity/Workforce Needs Assessment

Part of Mono County Behavioral Health's (MCBH's) mission is to bring together representatives from Mono County communities and ask these representatives to take a leadership role in identifying and resolving community health needs. In this assessment of current capacity, MCBH will examine current capacity within its department, as well as capacity of key community partners that also promote health and wellness. As will be outlined in this report, MCBH has a number of successful programs ranging from its Full Service Partnership program to its Community Engagement programs that target underserved populations. Programs from previous years that are being continued or expanded in this Annual Update take into account the department's current and future capacity. Where necessary, the report outlines where additional capacity will need to be developed to meet programmatic goals and community needs.

Please see Capacity Table 1 below for an overview of staffing planned for FY 22-23. As of the writing of this report (Spring 2022), is nearly fully staffed but is still seeking additional staff in order to be able to fully implement the MHSa programs that are outlined in this plan.

In FY 21-22, MCBH continued its process of moving toward racial equity by creating a Racial Equity Committee that will institutionalize the work the team did through a series of workshops led by Dr. Jei Africa. This process has helped lead team members to a greater understanding of such concepts as white fragility, systemic racism, and implicit bias. As MCBH becomes a leader in this work internally, staff are being called to participate in the County-wide Justice, Equity, Diversity,

and Inclusion Committee and is using the Cultural Outreach Committee to move the needle forward among community partners.

Approximately 38% of the Department's staff are bilingual (English/Spanish) and 38% identify as Latinx. MCBH believes that its ability to provide services across our programs is greatly enhanced if we have bilingual/bicultural staff. This is especially true for licensed staff and interns. In FY 20-21 and FY 21-22, MCBH hired individuals of other backgrounds and ethnicities as well as members of the LGBTQ+ community and clients/family members. The Department's current staffing, as well as its dedication to hiring diverse and bilingual staff are both major strengths in terms of meeting the needs of racially and ethnically diverse populations.

In addition to offering a preference to Spanish speaking employees, MCBH is dedicated to supporting the growth and professional development of existing staff, especially bilingual staff, interested in pursuing degrees and/or licensure – an important component of our WET program. MCBH currently helps promote this effort through financial incentive programs in an effort to “grow our own.” MCBH has a remarkably high Hispanic penetration rate, (almost 30 percent are Latino/Hispanic) and the department believes that its dedication to hiring bilingual/bicultural staff is one of the reasons for this achievement. For penetration rate data and count of Medi-Cal beneficiaries served, including Mono County's Hispanic penetration rate, please see Appendix A. For more information on how MCBH is serving our underserved communities, our cultural and linguistic competence plan provides a great deal of information.

As indicated in the table below, MCBH considers all its positions difficult to recruit and retain including but not limited to: Director, Clinical Supervisor, Program Manager, Staff Services Analyst, Case Manager, Wellness Center Associate, Substance Use Disorder (SUD) Supervisor, Accountant, Behavioral Health Services Coordinator, Psychiatric Specialist, SUD Counselor, Fiscal & Technical Specialist, Quality Assurance Coordinator, Medical Director, and Psychiatrist.

Mono County is a small, rural county that is isolated in the Sierra Nevada Mountains; additionally, the county is often not able to offer wages for these positions that are competitive with larger counties or private organizations. Finally, due to stressors typical to a rural environment (isolation, lack of resources, limited transportation), the need for services in hard-to-serve outlying areas continues to be a challenge. MCBH counters this challenge by offering such programs as its Financial Incentive Program.

Approximately half of MCBH's staff report that they are a current or former consumer of mental health or substance use services and/or a family member of a current or former consumer of mental health or substance use services. When hiring, priority is given to consumers and family members of consumers for all positions. “Lived experience” is essential to informing all of MCBH's work.

To examine capacity within the community, MCBH also listed partner agencies, organizations, and coalitions (see Capacity Tables 2-3 below). In some cases, the relationships between MCBH and the partner are strong and in other cases the relationships could be strengthened. In hiring additional staff, MCBH hopes to increase the department's ability to bridge the gap in some of

these relationships. The agencies in each of these tables strive to meet the needs of racially and ethnically diverse populations in Mono County by hiring native Spanish speakers, offering interpretation services, reaching out to geographically isolated areas, hiring individuals with lived experience, and developing programs and trainings that specifically target the inclusion of diverse populations.

One of the coalitions with the most capacity is the Behavioral Health Advisory Board, which is comprised of representatives from Mammoth Lakes Police Department, the Mono County Sheriff's Office, and local non-profit organizations. It also includes two clients/family members of clients and one County Supervisor (though she is not representing the Board). This committee is involved in MCBH's program planning and includes a wide range of community partners.

In Fall 2018 MCBH participated in the OSHPD (now HCAI) Workforce Needs Assessment Survey that informed the 2020-2025 WET Five-Year Plan Process.

The 2020-2025 WET Five-Year Plan may be found:

- <https://hcai.ca.gov/wp-content/uploads/2020/10/WETFive-YearPlan.pdf>

Planned Staffing for FY 2022-2023

Position	Category	FTE	Language(s)	Difficult to Recruit/Retain	Priority to Client/Family Member
Director	Managerial/Supervisory Licensed Mental Health Staff	1	English	Y	Y
Staff Services Analyst III	Managerial/Supervisory	1	English Spanish	Y	Y
Program Manager	Managerial/Supervisory	.8	English	Y	Y
Staff Services Analyst III (Wellness Centers)	Managerial/Supervisory	1	English	Y	Y
SUD Supervisor	Managerial/Supervisory SUD Personnel	1	English	Y	Y
Clinical Supervisor	Managerial/Supervisory Licensed Mental Health Staff	1	English Spanish	Y	Y
Psychiatric Specialist III	Managerial/Supervisory Licensed Mental Health Staff	1	This position is vacant	Y	Y
Psychiatric Specialist I	Mental Health Staff	1	English	Y	Y
Psychiatric Specialist II (Spanish-speaking)	Mental Health Staff	1	This position is vacant	Y	Y
Psychiatric Specialist I	Mental Health Staff	.8	English	Y	Y

Behavioral Health Services Coordinator II	Mental Health Staff	1	English Spanish	Y	Y
Behavioral Health Services Coordinator I	Mental Health Staff	1	English	Y	Y
Case Manager III (Telepsychiatry Coordinator)	Mental Health Staff	1	English Spanish	Y	Y
Behavioral Health Services Coordinator III	Mental Health Staff	1	English Spanish	Y	Y
Case Manager III	Mental Health Staff	1	English Spanish	Y	Y
SUD Counselor III	SUD Personnel	1	English	Y	Y
SUD Counselor III	SUD Personnel	1	This position is vacant	Y	Y
Wellness Center Associate (Mammoth/Benton)	Mental Health Staff	.25	This position is vacant	Y	Y
Case Manager III (Walker)	Mental Health Staff	.8	English	Y	Y
Case Manager III (Bridgeport)	Mental Health Staff	1	This position is vacant	Y	Y
Wellness Center Associate (Walker)	Mental Health Staff	.25	English	Y	Y



Wellness Center Associate (Mammoth: Yoga)	Mental Health Staff	.1	English	Y	Y
Wellness Center Associate (Bridgeport)	Mental Health Staff	.45	English	Y	Y
Wellness Center Associate (Mammoth)	Mental Health Staff	.1	English	Y	Y
Fiscal Technical Specialist IV	Support Staff	1	English Spanish	Y	Y
Fiscal Technical Specialist III	Support Staff	1	English Spanish	Y	Y
Fiscal Technical Specialist III	Support Staff	1	English Spanish	Y	Y
QA/QI Coordinator III	Other Health Care Professional	1	English	Y	Y
Staff Services Analyst II (Data)	Support Staff	1	English	Y	Y
QA/QI Coordinator II (SUD)	Support Staff	1	English Spanish	Y	Y
Accountant II/Staff Services Manager	Support Staff/ Managerial/Supervisory	1	English	Y	Y
Psychiatry via Telemedicine (contract with North American)	Licensed Mental Health Staff	.25	English	Y	Y

Medical Services (NAMHS))					
Physician's Assistant for Psychiatry via Telemedicine (contract with NAMHS)	Other Health Care Professional	.1	English	Y	Y
Therapy via Telemedicine (contract with NAMHS)	Licensed Mental Health Staff	.3	English	Y	Y
Public Health Officer/Medical Director	Other Health Care Professional	.25	English	Y	Y

\*Please also see MCBH's Cultural Competence Plan for additional information on current staffing and MCBH's justice, equity, diversity, and inclusion efforts.

Additional information as required by 9 CCR § 3830 (Partial – to be fully completed per the five-year timeline in upcoming Three-Year Plan)

- Estimate of the number of additional positions needed: See vacant positions in table above
- Estimate of the number of positions the County determines to be hard-to-fill or for which it is hard to retain staff: All positions
- Estimate of the number of positions for which recruitment priority is given to clients and/or family members of clients: All positions
- Languages in which staff proficiency is required to ensure access to and quality of public mental health services for individuals whose primary language is not English: Spanish
- The number of staff who are proficient in Spanish: See table above

**Capacity Table 2. Mono County Agencies**

Agency	Purpose/Mission	Who is served?
<b>Mono County Public Health</b>	“The Public Health Department provides services that support the health and safety of Mono County residents including immunizations, HIV and other sexually transmitted diseases programs, communicable disease prevention and surveillance, tuberculosis program, health promotion, emergency preparedness, California Children’s Services (CCS), Child Health and Disability Prevention Program (CHDP), Women Infant and Children (WIC), services for women and children, safety programs and much more.”	Mono County residents
<b>Mono County Social Services</b>	“Our mission is to serve, aid, and protect needy and vulnerable children and adults residing in Mono County in ways that strengthen and preserve families, encourage personal responsibility, and foster independence.”	Needy and vulnerable children and adults
<b>Mono County Office of Education</b>	<i>“Mono County Office of Education is committed to serving students, schools and communities by providing and supporting exemplary educational programs in a professional and fiscally-sound manner in order to foster healthy and productive individuals.”</i>	Mono County students, schools, and communities
<b>Mono County District Attorney</b>	“The Mono County Office of the District Attorney promotes and protects the public peace and safety of Mono County, California.”	Mono County community
<b>Mono County Sheriff</b>	“The Mono County Sheriff’s Office is committed to providing the highest level of professional law enforcement services to enhance the quality of life for the citizens and visitors of Mono County.”	Mono County residents and guests
<b>Mammoth Lakes Police Department</b>	“The Mammoth Lakes Police Department’s mission is to provide quality law enforcement services, while building partnerships to prevent crime, maintain public trust and enhance the quality of life throughout town.”	Mono County residents and guests
<b>Mono County Probation</b>	The mission of the Mono County Probation Department is to ensure the safety of the residents of Mono County by providing community-based supervision and rehabilitation through a multi-disciplinary approach to persons being convicted or adjudicated of a crime.	Mono County probationers and community
<b>Eastern Sierra Unified School District (ESUSD)</b>	“We as students, parents, community members and educators together will inspire and challenge each of our students to pursue personal excellence, to contribute positively to society, and to sustain a passion for learning.”	Mono County students and parents/guardians
<b>Mammoth Unified School District (MUSD)</b>	“Mammoth Unified School District is committed to supporting students’ individual needs and preparing them for the future by instilling them with confidence. Our school district encourages all students to push themselves to achieve and develop socially, emotionally, physically and academically. The parents and staff are very involved in our students’ learning, recognizing their challenges and successes, while nurturing their individual talents and celebrating their diversity.”	Mono County students and parents/guardians

**Capacity Table 3. Mono County Community Partner Organizations and Coalitions**

Organization/Coalition	Purpose/Mission	Who is served?
<b>Behavioral Health Advisory Committee</b>	“Supporting individuals by promoting recovery, self-determination, and wellness in all aspects of life.”	Mono County community, MCBH clients
<b>Cultural Outreach Committee</b>	As for the Cultural Outreach Committee, it has served as a safe place for community members to come together and share ideas that are equitable, culturally, and linguistically appropriate for our Mono County people.	Underserved members of the Mono County Community
<b>Mono County Justice, Equity, Diversity, and Inclusion Committee</b>	The JEDI commission has been established and the group is now paving the way to provide and participate in trainings that are data driven, with the goal of educating county employees on structural racism, justice, equity, and diversity in the county workplace.	Mono County employees
<b>Mammoth Hospital</b>	“To promote the well-being and improve the health of our residents and guests.”	Mono County residents and guests
<b>Toiyabe Indian Health Project</b>	Toiyabe is a consortium of seven federally recognized Tribes and one Native American community and serves as a valuable resource in our remote Eastern Sierra communities.	Tribal members
<b>Wild Iris Family Counseling and Crisis Center</b>	“Wild Iris is dedicated to promoting a safer community by empowering and restoring the independence of those affected by domestic violence, sexual assault and child abuse. Our vision is for non-violent relationships based on dignity, respect, compassion, and equality.”	Individuals affected by domestic violence, sexual assault, and child abuse
<b>Student Attendance Review Board (SARB)</b>	“The Board helps truant or recalcitrant students and their parents/guardians solve school attendance and behavior problems through the use of available school and community resources.”	Truant or recalcitrant students and their parents/guardians
<b>Mammoth Mountain Ski Area</b>	Mammoth Mountain provides recreational opportunities for residents and guests. It also serves as a major employer of permanent and temporary (sometimes transient) employees in Mono County.	Mono County guests and residents (permanent and temporary)
<b>First Five Commission</b>	“First 5 Mono County will be a leader in a community-oriented and family-centered support network for children prenatal to age five and their families, and is charged with improving outcomes in children’s health, safety, and learning.”	Children pre-natal to age five and their families

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## COMMUNITY PROGRAM PLANNING PROCESS

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A critical step in the MHSa Annual Update is engaging community stakeholders so that they can provide input on the allocation of the county's MHSa funds. For this Annual Update, MCBH participated in and facilitated a focus group with key stakeholders, administered a community survey, held several key informant interviews, and invited participants of wellness activities and community programs to participate in a dot exercise/survey/idea sharing. Additionally, MCBH has integrated information from other community data sources, including the California Healthy Kids Survey, the Mono County First 5 Strategic Plan, and the IMACA Community Needs Assessment Survey.

The data from these engagement methods and a summary of the results of each are outlined below. This variety of information-gathering processes make up the department's unique CPP process. The Program Manager, Amanda Greenberg, MPH, is charged with conducting and/or supervising the planning and data collection for the CPP. For a description of her duties, including the requirement of an annual mental health needs assessment (the CPP), please see Appendix F. Please note that MCBH provides training on the Community Program Planning Process (CPP) to staff members and its Behavioral Health Advisory Board (see below and Appendix C). Additionally, when MCBH conducts focus groups, staff provide a short overview training of the MHSa and how the input that participants provide will be used to design and plan programs.

### **Overview of the Behavioral Health Advisory Board**

One of the most important components of the Community Program Planning Process and a key part of the Department's stakeholder involvement year-round is its Behavioral Health Advisory Board (BHAB). This group, which is comprised of community partners, clients/family members of clients, and other community members has robust attendance and participation during its meetings every other month. Moreover, the BHAB is constantly working to recruit additional members from the County's un/underserved communities.

The partnership that exists between the Behavioral Health Department and the BHAB is truly collaborative and the BHAB has shown its dedication to being involved in all aspects of the Department's operations, including policy, monitoring, quality improvement, evaluation, and budget. Beginning in December 2021, the Behavioral Health Department began ensuring that the BHAB agendas clearly labeled when items involved these specific topics. The Department looks forward to reporting again on the BHAB's involvement in these important areas in the next Three-Year Plan/Annual Update to ensure ongoing compliance with this important partnership.

### **Behavioral Health Advisory Board Focus Group**

- December 13, 2021; 12 diverse participants including clients/family members of clients, a member of the LGBTQ+ community, two Asian American individuals, and one Native American individual; Conducted via Zoom
- Facilitated by Amanda Greenberg
- See minutes at <https://www.monocounty.ca.gov/behavioral-health/page/behavioral-health-advisory-board-meeting-3>
- The first portion of the focus group discussed MCBH's plans to create an Innovation Plan in FY 22-23 to create/further the work of its mobile crisis response team. In the proposed model, MCBH will partner with local law enforcement (Mono Sheriff, Mammoth PD) and Mono County EMS. When a MH crisis occurs, LE and EMS will have tablets that can connect the person with the on-call crisis worker.
- Focus group question: does the BHAB still think this is a high need in our communities, should we keep moving forward with this project?
  - I think this is extremely important...people are going through such stress and crises on a higher level that I think it is important to offer more support.
  - The sooner this intervention can happen, I believe the better outcomes we are going to have.
  - This is absolutely something we should pursue – the Mono County Board of Supervisors (BOS) is expecting it and it has been discussed with MCBH for a long time. The need is there – MH is a medical emergency not necessarily a LE issue. Need to have medical staff and not criminalize MH Emergency.
  - From the BOS perspective, in previous presentation this concept was met with unanimous support (although not formally voted). MH crisis could happen in one of our geographically isolated communities and we need to help people immediately.
  - So many challenges associated with a geographically large and rural county, and now with seasonal weather considerations – how do we address a crisis in someone's life with these challenges? This initiative will help. I feel proud and appreciative of Mono LE and EMS – their willingness to help out the county in its entirety. This project will have a positive impact on our crisis system out of hospital.
  - A lot of times people get lost in [registration]/ [program application] paperwork and end up giving up – it would be nice to have someone available to assist with guidance with paperwork.
    - One of the things MCBH initiated was having Case managers meet and help people directly with paperwork; take them to social services for applying for Medi-cal or food stamps, etc. IF they are NOT doing that – reach out to us so that we can get people what they need.
    - When you mention this - I was dealing with someone with increasing dementia which made it difficult for him to follow up with whatever he needed to for BH – When you do intakes do you recognize this factor?

Can you ask the client if there is someone that they know or trust that can help them follow up and make sure that they do what they are supposed to be doing?

- Great idea. Tribal council tries its best to provide help when needed. Ex: we provide transportation to appointments.
- Motion to approve to continue to Mobile Crisis Response
  - Second
- Motion Carried – Approval to continue working on mobile crisis response
- The second portion of the focus group began with the facilitator asking “What do you see as (1) the top behavioral health needs in our communities, (2) the top barriers to access, and (3) the most important strategies to promote mental health?”
  - Needs in our communities:
    - Bridgeport needs programming! Everything is closed and we are starved for social interaction.
    - Idea for an event or series: Have people get together and they can do their own thing but just do it together (ex. Wednesday afternoons Cast Off – everyone works on their own craft, but all crafting together). Could be a social event even if for a small group of people.
  - Barriers to Access:
    - Any person with BH / MH / Medical problems needs to have someone be there to help them keep track of and do what they are supposed to do and be where they need to be.
  - Strategies to promote mental health
    - Is there any potential to address some of these topics with the My Strength app, and is it still on schedule to roll out next week?
      - AG: Roll out has been pushed back to early February due to external contracting issues. I do think there is an excellent opportunity for this app to offer additional wellness support. Our wellness associates can roll out and access it on their own schedules in their own homes. Stigma reduction campaigns – we have a fair bit of funding related to My Strength for marketing campaigns to make sure people are aware of this free benefit.
    - We have done a good job of branding ourselves and Lauren is helping us, but how can we do more? Can we do a bring a friend event? Join a raffle?
    - How can we increase advertising?

- Can we bring back Coping with COVID, or, can we introduce conversations that discuss how to bridge the gap and cope with the division within our communities?
  - This was presented as an idea within the Cultural Outreach Committee too.
  - RR: If someone will help me set it up again, we can try that in January potentially in partnership with Dr. Beth Cohen via Zoom.
- When MCBH did the suicide prevention event at the Forest Service Auditorium, the attendance was great (80-100 people); can we do something like that again?
  - We can do breathing exercises, present factual information, etc. Think about what they can do for themselves. Not get into the issues themselves but how do you cope with it.
  - We do have a plan for outreach social media for mindfulness. They will be short but similar.
- With our local TV channel – would it be possible to have time; an hour or something at a set time frame, and have something that people could watch in their homes?
- Can we promote humor as a strategy? Positivity?

### **Community Wellness & Programming Events: Fall/Winter 2021-2022**

- In fall 2021, the MCBH Programs Team used input/discussion from the BHAB to brainstorm avenues for community input in the FY 22-23 MHSAs Annual Update and together the team decided that with the ongoing challenges of COVID-19 and the historic challenges of gathering community members specifically for MHSAs-related focus groups/surveys that the majority of community input would be gathered through planned wellness and community programming. The Department also ensured that there was programming in this time period that targets specific groups of people (i.e. Foro Latino, LGBTQ+ Potluck, etc.). It's also important to note that clients are in attendance at these programs/activities.
- Surveys were administered throughout Mono County between August 2021 and April of 2022, at the following events: Benton Social, Walker Social, Bridgeport Social, Mammoth Lakes, LGBTQ potluck; 31 people participated.
- Survey respondents comprised a diverse and geographically comprehensive array of community stakeholders. Participants were community members from across the eastern Sierra with representatives from north, south and east county communities. Participants were a mix of gender identities (6% genderqueer or gender non-conforming), sexual orientations (19% non-heterosexual) and races (39% non-white).



- Facilitated by MCBH Programs Team Staff, including peer Wellness Center Associates
- Key Take-Aways:
  - 55% of survey respondents were new to our wellness programming
  - 55% of participants felt high levels of connection with others while participating in our wellness programming.
  - 61% of participants met someone new while at our wellness programming
  - 87% of participants felt we did “Excellent” in terms of Overall Satisfaction with our programming (this includes excellency in customer service and availability of information for our programming).
  - 97% of participants said they would come back again for more wellness programs.
  - Feedback for future programming included:
    - More programming for kids
    - More outdoor activities such as hiking
    - Exercise focused programming
    - Creativity programs (Sewing, crafting, knitting, etc.)
    - Veteran specific groups
    - Support groups (unspecified)

### Community Survey: Winter 2022

- Survey open from November 18, 2021 to February 28, 2022; 68 participants
- Survey was administered via SurveyMonkey and distributed through partner agencies, on paper to key stakeholders, and on social media. It was available in English and Spanish.
- The community survey was distributed to all Mono County employees, the Mono County Board of Supervisors, the Behavioral Health Advisory Board, advertised on our website and Facebook page, distributed to community partners, as well as shared via our department wellness newsletter. The community and clients are encouraged to subscribe to our Wellness Newsletter Listserv when participating in activities, attending community outreach events, board/committee meetings.
- All frontline workers at MCBH were asked to invite clients and family members of clients to participate.
- The administration and analysis of the survey was spearheaded by the MCBH Programs Team.
- **Overview of demographic information:**
  - 13% of survey participants are clients or family of clients of MCBH (former or current).
  - 47% are community members
  - 10% participate in MCBH community programs
  - 4% are MCBH Staff
  - Robust mixture of different demographics, including location, race, sexual orientation, and gender that is representative of Mono County
- For full results see Appendix I
- Key Takeaways include:
  - **The top 3 issues in our community related to mental health**

- Finding housing (37%)
  - Finding access to MH providers (34%)
  - Drugs or alcohol (28%)
- **The top 3 issues for individuals (self) related to mental health**
  - Finding access to MH providers (29%)
  - Feeling a lack of social support or isolation (25%)
  - Cost of services (19%)
- **The top 3 issues for youth (0-15) related to mental health**
  - Feeling a lack of social support or isolation (27%)
  - Family relationships (23%)
  - Experiencing bullying (23%)
- **The top 3 issues for transition aged youth (16-25) related to mental health**
  - Finding access to MH providers (29%)
  - Finding housing (29%)
  - Drugs or alcohol (23%)
- **The top 3 issues for adults (26-59) related to mental health**
  - Finding access to MH providers (11.8%)
  - Knowledge of MH Issues (10.7%)
  - Securing stable employment (10%)
- **The top 3 issues for older adults (60+) related to mental health**
  - Feeling a lack of social support or isolation (44%)
  - Finding access to MH providers (38%)
  - Cost of services (21%)
- **The top 3 strategies to promote mental health**
  - Increase awareness of MH programs (35%)
  - When possible, meet basic needs like housing, rental assistance, food assistance (35%)
  - Increase community engagement in MH related activities and programs in the community (31%)
- **ALL Top 3 issues questions, combined:**
  - Finding access to MH providers (~23%)
  - Feeling a lack of social support or isolation (~20%)
  - Drugs or alcohol (15%)
- MCBH was happily surprised to receive enough responses from several specific groups of people that our data analyst could look at those needs and ideas for solutions individually.
  - Among survey participants who are aged 60 years or older:
    - **Top issues related to their own (self) mental health**
      - Feeling a lack of social support or isolation (29%)
      - Finding access to mental health providers (21%)
      - Family relationships (14%)
      - Cost of services (14%)
    - **Top Strategies to promote mental health**

- Increase awareness of mental health programs and services (50%)
  - Provide mobile county-wide response for people having a mental health crisis/feeling suicidal (36%)
  - Where possible, meet basic needs like housing, rental assistance, food assistance (36%)
- Among survey participants who identified as gay, lesbian, bisexual, questioning/unsure, or queer:
    - **Top issues related to their own (self) mental health**
      - Experiencing stigma or prejudice (29%)
      - Feeling a lack of social support and isolation (29%)
    - **Top strategies for promoting mental health:**
      - Increase awareness of MH programs & services (71%)
      - Community wellness/outreach programming like socials, school programs, yoga, and support groups (43%)
  - Among survey participants who identified as American Indian:
    - **Top issues related to their own (self) mental health or mental health issues in the community**
      - Experiencing stigma or prejudice (75%)
      - Drugs or alcohol (75%)
    - **Top strategies for promoting mental health**
      - Increasing awareness of MH programs and services (75%)
      - Educate the public on mental health conditions (75%)
      - When possible, meet basic needs like housing, rental and food assistance (75%)
  - Among survey participants who identified as Latinx, Hispanic, Mexican-American, or Chicano
    - **Top issues related to their own (self) mental health or mental health issues in the community**
      - Feeling a lack of purpose/meaning (67%)
      - Finding housing (67%)
    - **Top strategies for promoting mental health**
      - Increasing awareness of MH programs and services (100%)
      - Educate the public on mental health conditions (67%)

### Clubhouse Live Focus Group

One program that MCBH offers for youth is Clubhouse Live (CHL), which is an after school program funded with Substance Abuse Block Grant Prevention Funds, that gives youth a safe, supervised space. CHL is offered in Mammoth Lakes and Bridgeport for middle school and high

school aged youth. The hosts of CHL are equipped to facilitate an open space where discussions of all topics are fostered. Although this is not an MHSA-funded program, the youth who participate (or their family members) often access other MCBH services. In January of 2022, a focus group was held with the Mammoth Lakes CHL to gauge program satisfaction and its impact on the increased isolation that was felt during the recent pandemic. Valuable feedback from the focus group included:

- Several participants appreciated the longevity and consistency of the program: one participant noted they have been coming to CHL since 5<sup>th</sup> grade, another participant has been coming since 7<sup>th</sup> grade (these participants are now in high school). MCBH strives to build and maintain its programming over time, keeping up programming in our tiny communities for periods of time even when participation dips. This helps ensure the community knows we show up when we say we will be there.
- Participants emphasized how the program has helped them feel more connected especially stating that the program has made them feel better in regards to feeling sad, hopeless, or isolated during the pandemic. As indicated in the community survey, youth are experiencing increased isolation and programs are an important way to create community and safe spaces during such challenging times. For example, when discussing the benefits of creating safe spaces within the community, one participant noted that “It would suck to not have the program.”
- Participant feedback for improving the program included offering the program more days per week. As MCBH continues to develop its wellness programming, it will keep this feedback in mind across the board.

#### **Inyo Mono Advocates for Community Action (IMACA) Survey: Summer 2021**

- Approximately 77 participants (70 English, 7 Spanish)
- Survey participants included preschool families and food recipients that are served by IMACA.
- The IMACA Community Needs Assessment (CNA) was deemed a valuable data source due to similarities in the populations we both serve. IMACA serves many Medi-Cal beneficiaries and populations that are commonly served by mental health agencies (such as MCBH), such as homeless and those experiencing poverty. The IMACA survey results were obtained by contacting the survey administrator directly.
- Major needs identified from the IMACA CNA were:
  - Lack of affordable housing
  - Supervision for youth while parents are working
  - Unaffordable healthcare services, mental health services, or dental services

#### **Mono County First 5 Strategic Planning Process: 2019-2024**

- Data gathered from focus groups, a community meeting, public hearings, interviews, and written comments.

- The primary participants were parents of young children (<5yo) in Mono County.
- The First 5 data is relevant to our community planning process due to an overlap in service population and collaboration in services. First 5 similarly serves a large population of Medi-Cal beneficiaries, and MCBH funds the First 5 Peapod Program.
- Key Take-Aways:
  - Affordability and quality of childcare continue to be a challenge.
  - There is a need for opportunities to gather and address mental health issues and isolation.
  - Parents are seeking a better and easier way to get information about available resources and services.
  - Priority spending areas by First 5 are: Child care quality, home visiting services, school readiness services, and family behavioral health.

### California Healthy Kids Survey (2019-2020)

Although these data are several years delayed, MCBH still considers them to be critical part of the CPPP since the data from a valid and reliable tool in an age group that MCBH is not easily able to include in its own stakeholder engagement processes. The comparisons below are made between MUSD/ESUSD (2019-2020 school year) and the most recent statewide data available, which is from the 2017-2019.

- Mammoth Unified School District: [Elementary](#)
  - 40 students in grade 5 took the survey
  - Key Takeaways:
    - School connectedness was higher than the State
    - Academic motivations was higher than the State
    - Caring adult relationships were higher
    - Both the High expectations scale and meaningful participation scales were a higher than the state
    - 76% of students report feeling safe at school, and there is a lower percentage of students who report being bullied in comparison to the State
    - 5% of students report being hit or pushed “all of the time”
    - 0% of students report having mean rumors spread about them “all of the time”
    - 0% of students report being called bad names or having mean jokes told about them “all of the time”
    - Finally, 13% of students reported seeing a weapon at school in the last year vs. 14% at the State.
- Mammoth Unified School District: [Middle and High](#)
  - 84 students in grade 7 responded to the survey
  - Key Takeaways:

- Grade 7 scored on par with the State across the key indicators for school climate and student well-being, with exception to experiencing harassment or bullying and seeing a weapon on campus, in which MUSD scored lower than state values.
  - 30% of students reported chronic sadness/hopelessness in the last 12 months (vs. 30.4% at the state for 2017-2019)
  - 92 students in grade 9 responded to the survey
  - Key Takeaways:
    - Grade 9 scored on par with or higher than the State across the key indicators for school climate and student well-being
    - 38% of students reported chronic sadness/hopelessness in the last 12 months (vs. 32.6% at the state for 2017-2019)
    - 20% of 9th graders report seriously considering suicide in the last 12 months (vs. 15.8% at the state for 2017-2019)
    - 52 students in grade 11 responded to the survey
    - Grade 11 scored on par with or higher than the State across the key indicators for school climate and student well-being, except for chronic truancy, caring adult relationships, and high expectations in which MUSD scored lower than state values.
    - 48% of students reported chronic sadness/hopelessness in the last 12 months (vs. 36.5% at the state for 2017-2019)
    - The percentage of 11th graders who perceived the school to be safe or very safe was slightly lower than the state for Hispanic/Latino and White students, except for Mixed (2 or more) races, which felt considerably safer than state levels.
    - 12% of 11<sup>th</sup> graders report seriously considering suicide in the last 12 months (vs. 16.5% at the state for 2017-2019)
- Eastern Sierra Unified School District: [Elementary](#)
  - 12 students in grade 5 completed the survey
  - Key Takeaways:
    - Both academic motivation and meaningful participation were on par with the state but school connectedness was lower than the state
    - 90% of students report feeling safe at school vs. 79% at the state (2017-2019)
    - Like MUSD, there is a lower percentage of students who report being bullied in comparison to the State
    - 9% of students report having mean rumors spread about them “all of the time”
    - 9% of students report being called bad names or having mean jokes told about them “all of the time”
    - Finally, 9% of students reported seeing a weapon at school in the last year vs. 14% at the State.

- Eastern Sierra Unified School District: [Middle](#)
  - 27 students in grade 7 completed the survey
  - Key Takeaways:
    - Grade 7 scored on par with or higher than the State across the key indicators for school climate and student well-being except for experiencing harassment or bullying, and experiencing chronic sadness and hopelessness, in which ESUSD Grade 7 scored lower than state values.
    - 22% of students reported chronic sadness/hopelessness in the last 12 months (vs. 30.4% at the state for 2017-2019)
    - A high percentage of students across racial/ethnic groups reported feeling safe/very safe at school
  
- Eastern Sierra Unified School District: [High](#)
  - 32 students in grade 9 responded to the survey
  - Key Takeaways:
    - Grade 9 scored on par with or higher than the State across many key indicators for school climate and student well-being, except for Been in a physical fight, current alcohol, drug or cannabis use, been drunk or “high” on at school ever, and vaping, in which ESUSD scored lower than state values.
    - 41% of students reported chronic sadness/hopelessness in the last 12 months (vs. 32.6% at the state for 2017-2019)
    - 16% of 9<sup>th</sup> graders report seriously considering suicide in the last 12 months (vs. 15.8% at the state for 2017-2019)
    - 27 students in grade 11 responded to the survey
    - Key Takeaways
      - Grade 11 scored variably when compared to the State for key indicators for school climate and student well-being. ESUSD scored higher than the state for school engagements and supports, on par with state for school safety measures, and generally scored lower than the state for substance use and physical/mental health.
      - 19% of students reported chronic sadness/hopelessness in the last 12 months (vs. 36.5% at the state for 2017-2019)
      - 8% of 11<sup>th</sup> graders report seriously considering suicide in the last 12 months (vs. 16.5% at the state for 2017-2019)
      - 75% of Hispanic or Latino 11<sup>th</sup> graders reported perceiving the school as safe or very safe vs. 51.1% at the state.
      - 0% of Hispanic or Latino 11<sup>th</sup> graders reported harassment due to race, ethnicity, religion, gender, sexual orientation, disability, or immigrant status vs. 22.2% at the state.

## Key Informant Conversations

MCBH spoke with several key informants for this CPPP. Below are summaries of several such conversations:

- MCBH’s Director has held several discussions with the Mono County COVID-19 Emergency Operations Center to conceptualize a series of speakers/events focused on community healing in the wake of COVID-19. The Department’s Substance Abuse Block Grant-funded “Coping with COVID Community Conversations” were at times well-attended by community members and helped make a difference in linking the community to resources, normalizing daily stressors, and providing healthy coping strategies.
- In the wake of a community trauma in Lee Vining, California, MCBH’s Director held discussions with the school principal and other key residents about community healing, ongoing wellness programs, and community services available.
- Key MCBH staff members also met with each of the superintendents to discuss school programming needs and ways to improve the North Star School-Based Services Program.
- Finally, as staff across the county attend various community meetings or meet with specific groups like the Mountain Warfare Training Center base command, they not only advertise programming but use the input gathered to tailor existing programming and pilot new wellness center groups.

#### **Other Avenues for Stakeholder Input**

MCBH’s Cultural Outreach Committee and Latinx Outreach Committees also bring stakeholders together for discussion related to community needs. These minutes are on file with MCBH and are also used to inform the CPPP.

#### **Overall Description of CPPP Stakeholders**

The MCBH Programs Team developed a plan for this CPPP based upon input/discussion from the Behavioral Health Advisory Board. The Programs Team is a group of five staff members including diversity in race/ethnicity, sexual orientation, and geographic location. Together this group brainstormed feasible strategies to outreach to a diverse set of stakeholders in this CPPP, which resulted in all the data collection outlined above.

Through the CPPP for the FY 22-23 Annual Update, MCBH was able to include stakeholders that represent the diversity of the County, including: a wide age range, a wide geographic spread, members of the LGBTQ+ community, members of our Latinx community and other racial/ethnic groups, members of our Native American communities, and veterans.

#### **Mid-Year Revision Community Program Planning Process**

Please see the Innovation Component section below information on the Community Program Planning Process for the Mid-Year Revision.

#### **Conclusion**

Together, these engagement activities and the diversity of the stakeholders who contributed have provided valuable and meaningful input about the unique needs of the Mono County



community and allowed MCBH to develop an MHSA program that is specifically designed for the county. Through these activities, the department was able to reach a range of populations within the county, including clients, allied agencies (social services, law enforcement, etc.), and community leaders. Mono County believes that it has reached a wide range of voices and perspectives and took great care to inform these stakeholders how valuable their input was throughout the process.

This Annual Update integrates stakeholder input, as well as service utilization data, to analyze community needs and determine the most effective way to utilize MHSA funding to expand services, improve access, and meet the needs of unserved/underserved populations. The MHSA Annual Update planning, development, and evaluation activities were also discussed with the Mono County Behavioral Health Advisory Board members.

Finally, MCBH staff received a training on the CPPP so that they are more aware of how stakeholders' input impacts the department's decision-making and MHSA planning. This training took place on 1/11/22 and included 20 participants. Please see Appendix C for sign-in sheet and hand-out used.

DRAFT

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## LOCAL REVIEW PROCESS (ORIGINAL)

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30-day Public Comment period dates: May 6, 2022 – June 5, 2022

Date of Public Hearing: June 6, 3:00-4:30 pm, via Zoom:

Link: <https://monocounty.zoom.us/j/7609241729>

Call in: +1 669 900 6833 Meeting ID: 760 924 1729

### Describe methods used to circulate, for the purpose of public comment, the Annual Update

The plan was posted at [monocounty.ca.gov/MHSA](http://monocounty.ca.gov/MHSA) on May 6, 2022. A news article was posted on MCBH's website and the Mono County website on May 6, 2022. Please see images in Appendix G for examples of advertisement.

- Advertisements for the public comment period were placed in three local newspapers: The Sheet, the Mammoth Times, and El Sol de la Sierra (a Spanish language newspaper). Flyers advertising the public comment period and public hearing were also posted throughout the County in well-trafficked public places such as post offices and community center. Additionally, advertisement went out via MCBH's Facebook page, which has 1,001 followers and was advertised in conjunction with MCBH's mental health month activities. Advertisements appeared in our newspapers:
  - Mammoth Times: 5/12/22, 6/2/22
  - The Sheet: 5/7/22, 5/28/22
  - El Sol de la Sierra: 5/12/22, 6/2/22

### Provide information on the public hearing held by the local mental health board after the close of the 30-day review

The public hearing will be held on June 6, 2022 from 3:00-4:30 pm via Zoom. The public hearing will be facilitated by MCBH staff and will take place during the regular meeting of the Behavioral Health Advisory Board (BHAB). The following will be completed following the Public Hearing:

- There were 16 individuals in attendance, including BHAB members, clients and family members, MCBH staff, other Mono County staff, and a member of the press.
- The Program Manager first gave a presentation about the plan that included information on the public hearing process and invited feedback and discussion. This presentation will be located at the address below; once approved, the minutes for this meeting will also be available at this link:

- <https://www.monocounty.ca.gov/behavioral-health/page/behavioral-health-advisory-board-meeting-mhsa-fy-22-23-annual-update-public>

Include summary of substantive recommendations received during the stakeholder review and public hearing, and responses to those comments

There were no comments submitted by the public during the 30-day public comment period. Sixteen individuals attended the public hearing, held as part of the standing Behavioral Health Advisory Board meeting. Participants included BHAB members, clients and family members, MCBH staff, other Mono County staff, and a member of the press. The Program Manager presented the MHSA Annual Update to this group. Discussion and questions focused on the MHSA Housing Project and the availability of units for individuals with mental health conditions, the Full Service Partnership program and how it is being implemented in Mono County, outreach related to suicide prevention/suicide awareness, the importance of whole-person care, and a discussion about accessing services and improving coordination with family members. MCBH thanked each participant for their comments and questions and will be following up individually with some of the comments and questions to ensure individual needs are met.

Include a description of any substantive changes made to the Annual Update that was circulated

There were no substantive changes made to the Annual Update that was circulated.

### MHSA Issue Resolution Process

To resolve an issue related to appropriate use of MHSA funds, inconsistency between approved MHSA Plan and implementation, and/or the Mono County Community Program Planning process, please see [Appendix B](#) for further instruction.

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## LOCAL REVIEW PROCESS (MID-YEAR)

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30-day Public Comment period dates: September 18, 2022 – October 17, 2022

Date of Public Hearing: October 17, 3:00-4:30 pm, via Zoom:

Link: <https://monocounty.zoom.us/j/7609242222>

Call in: +1 669 900 6833 Meeting ID: 760 924 2222

### Describe methods used to circulate, for the purpose of public comment, the Annual Update

The plan was posted at [monocounty.ca.gov/MHSA](http://monocounty.ca.gov/MHSA) by September 16, 2022. A news article was posted on MCBH's website and the Mono County website by September 16, 2022. Please see images in Appendix I for examples of advertisement.

- Legal notice for the public comment period was placed in two local newspapers: The Sheet, and the Mammoth Times. Additionally, advertisement went out via MCBH's Facebook page. Date notice appeared in our newspapers:
  - Mammoth Times: To be completed
  - The Sheet: To be completed

### Provide information on the public hearing held by the local mental health board after the close of the 30-day review

The public hearing will be held on October 17, 2022 from 3:00-4:30 pm via Zoom. The public hearing will be facilitated by MCBH staff and will take place during the regular meeting of the Behavioral Health Advisory Board (BHAB). The following will be completed following the Public Hearing:

- There were \_\_\_ individuals in attendance, including BHAB members, clients and family members, MCBH staff, other Mono County staff, and a member of the press.
- The Program Manager first gave a presentation about the plan, focusing on the new Innovation Plan, that included information on the public hearing process and invited feedback and discussion. This presentation will be located at the address below; once approved, the minutes for this meeting will also be available at this link:
- <https://www.monocounty.ca.gov/behavioral-health/page/behavioral-health-advisory-board-meeting-annual-update-public-hearing>

Include summary of substantive recommendations received during the stakeholder review and public hearing, and responses to those comments

There were \_\_\_ comments submitted by the public during the 30-day public comment period. \_\_\_ individuals attended the public hearing, held as part of the standing Behavioral Health Advisory Board meeting. Participants included \_\_\_\_\_. The Program Manager presented the MHSA Annual Update to this group. Discussion and questions focused on \_\_\_\_\_.

Include a description of any substantive changes made to the Annual Update that was circulated

There were \_\_\_\_\_ substantive changes made to the Annual Update Mid-Year Revision that was circulated.

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## COMMUNITY SERVICES AND SUPPORTS

The MCBH MHA Community Supports and Services (CSS) program provides services to people of all ages, including children (ages 0-17); transition age youth (ages 16-25); adults (ages 18-59); older adults (ages 60+); all genders; and all races/ethnicities.

The CSS Program includes four service categories: Full Service Partnerships (FSP), General System Development, and Outreach and Engagement. Please see CSS Table 1 below for an overview of the programs and services offered within each of these service categories. Please note that some of our programs are funded across multiple categories, so may be listed twice.

Services within the CSS category are for all populations and help reduce ethnic disparities, offer support, and promote evidence-based practices to address each individual’s mental health needs. These services emphasize wellness, recovery, and resiliency and offer integrated services for clients of all ages and their families. Services are delivered in a timely manner and are sensitive to the cultural needs of each individual. MCBH strives to not only meet the “clinical needs” of its clients but to also consider needs that relate to the social determinants of health such as housing and poverty. Department staff also strive to meet people where they are, both emotionally/mentally and from a physical perspective, including traveling to the County’s outlying areas to provide services and promote community.

From an administrative perspective, MCBH will be working with consultants to maximize its funding opportunities and to create a sustainable plan to help spend down MCBH’s significant fund balances. Additionally, this process will help prepare MCBH for the changes coming with CalAIM, the California state reform of the Medi-Cal system. In FY 21-22, MCBH also applied for and was awarded more grants than ever before thanks in large part to the Coronavirus Response and Relief Supplemental Appropriations Act and American Recovery Plan Act funding opportunities. MCBH is working to use these funds to expand and sustain programming while meeting identified community needs.

In order to meet the mental health needs outlined above, MCBH has worked with stakeholders to develop and implement the programs in the CSS and other categories.

**CSS Table 1. CSS Service Categories & Programs/Services**

Service Category	FSP	General System Development	Outreach/Engagement
Programs and Services	<ul style="list-style-type: none"> <li>• Full Service Partnership Program serving children, transition age youth, adults, and older adults; including</li> </ul>	<ul style="list-style-type: none"> <li>• Expansion of case management/supportive services</li> <li>• Wellness Centers</li> </ul>	<ul style="list-style-type: none"> <li>• Community Outreach &amp; Engagement</li> </ul>

	<ul style="list-style-type: none"> <li>housing, food, clothing, etc. as needed</li> <li>• MHSA Housing Program</li> <li>• Telehealth Services</li> <li>• Wrap Program (90%)</li> </ul>	<ul style="list-style-type: none"> <li>• Crisis intervention/ stabilization</li> <li>• MHSA Housing Program</li> <li>• Telehealth Services</li> <li>• Wrap Program (10%)</li> </ul>	
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**Full Service Partnerships (FSP)**

MCBH has adopted a community clinic model, specifically when it comes to Full Service Partnership (FSP) clients. FSP services include, but are not limited to, one-on-one intensive case management, housing support, transportation, advocacy, assistance navigating other health care and social service systems, child care, and socialization opportunities. These programs embrace a “whatever it takes” service approach to helping individuals achieve their goals. MCBH’s FSP program serves all age groups, including children/youth, transition age youth, adults, and older adults. MCBH currently has two vacant positions for therapists (prioritizing Spanish speaking individuals and clients or family members of clients) who would devote a portion of their time to the FSP program.

Each client in the FSP program is assigned a Case Manager as the single point of responsibility for that client/family. Additionally, Full Service Partners are introduced to other Case Managers and front office staff, including the individuals who staff MCBH’s 24/7 Access Line. This ensures that a known and qualified individual is available to respond to the client/family 24 hours per day, 7 days per week. These Case Managers, along with the assigned therapist are responsible for developing a Treatment Plan, which also serves as the Individual Services and Supports Plan. Additionally, all MCBH staff, including Case Managers receive extensive cultural competence training. It is also ensured that all Spanish-speaking FSPs are placed with a native Spanish-speaking Case Manager (Spanish is Mono’s only threshold language).

A key component of MCBH's FSP program is providing housing support and services. Affordable housing, specifically for those with mental illness, is a critical concern in Mono County. In response, MCBH has an interdisciplinary team that works together to find and secure housing for FSP clients who are homeless or at risk of homelessness. This also includes assisting with first and last month rent deposits and occasionally securing emergency housing for individuals in crisis who do not meet 5150 criteria. The total number of unduplicated FSP clients for FY 2021-2022 was approximately 25. Due to the small number of clients served, this report will not disaggregate the data by race/ethnicity, gender, or age. Please see CSS Table 2 below for an outline of the estimated number of FSP clients to be served broken out by age group. These percentages align with MCBH’s current identified need, as well as the Mono County average age distribution.

**CSS Table 2. Estimated Number of FSP Clients to be Served**

	FY 2021-2022	FY 2022-2023
Children (0-15)	2	3
TAY (16-25)	3	4
Adult (26-59)	16	17
Older Adult (60+)	4	5

MCBH has also allocated a significant amount of CSS funds for its MHSA Housing Program. This one-time contribution of funds will fund 13 units in an 81-unit affordable housing development in the heart of Mammoth Lakes. For this project, MCBH has partnered with the Town of Mammoth Lakes (owner of the land) and The Pacific Companies (selected developer) – in addition to the housing units, it will include offices for supportive services, a community space for residents, and a day care facility. Ultimately, this neighborhood will include 400+ units of affordable housing. MCBH partnered with Pacific to complete its non-competitive No Place Like Home application and was awarded \$500,000 toward the project. In summer 2021, Pacific began grading and tree removal and in February 2022 it received a notice of award through HCD’s Housing Accelerator Program for the remaining funds required to make the project feasible. In spring 2022, MCBH brought a final loan agreement to the Mono County Board of Supervisors to fund its remaining commitment. MCBH has developed a supportive services plan with in-kind services. Please visit the link below for more detail on how services will be provided at this housing project.

- [https://www.monocounty.ca.gov/sites/default/files/fileattachments/behavioral\\_health/page/10057/mono\\_county\\_nplh\\_mou\\_signed\\_-\\_signed.pdf](https://www.monocounty.ca.gov/sites/default/files/fileattachments/behavioral_health/page/10057/mono_county_nplh_mou_signed_-_signed.pdf)

The funding for this project was drawn from the Department’s Prudent Reserve (which is now housed in CSS) and unspent CSS funding. In fall 2018, the California State Legislature passed Senate Bill 192, which specified a maximum amount of funds that counties could hold in their MHSA prudent reserves. As a result, MCBH transferred approximately \$1,200,000 from its prudent reserve into CSS during FY 19-20. Based upon continued feedback from a wide range of stakeholders that housing is one of the primary problems facing Mono County residents, especially those with mental illness, stakeholders have decided to allocate CSS funding to a housing project in Mammoth Lakes. This program is funded partially through the FSP category and partially through the General System Development (GSD) program. The total to be contributed to the project is \$1,577,123.43.



Like the MHSa Housing Program, the Telehealth Services Program is funded in part through FSP and partially through GSD. The Telehealth Services Program includes psychiatry services and therapy services provided via telemedicine through a contractor called North American Mental Health Services (NAMHS), as well as a small portion of the Mono County Public Health Officer's salary to provide some oversight of the program. The therapy services provided through the Telehealth Services Program have also allowed MCBH to maintain a continuity of care during a time of internal staff turnover.

The Wrap Program is a well-established partnership between MCBH, Mono County Probation, and Mono County Social Services. The Mono County Wrap Program can serve up to two families at any given time and "wraps" these families in a variety of services, holds regular family meetings, and has staffing such as a Parent Partner and Wrap Coordinator. This program was previously funded in part under GSD and in part under FSP. After assessing program at the end of FY 20-21, it has been determined that beginning in FY 21-22, it would be more appropriate to fund the program fully under the FSP category.

## General System Development

Within the General System Development (GSD) CSS service category, MCBH funds such services as expanded case management and supportive services, the Sierra Wellness Center, the Walker Wellness Center, and crisis intervention and stabilization services. As mentioned above, the MHSa Housing Program and Telehealth Services are also funded partially through GSD funds.

The expanded case management and supportive services category enables MCBH to offer services to a wide variety of clients in need of additional supportive services. When determined clinically appropriate, this program includes purchases such as food, phone bills, medication, etc. for clients who do not qualify for FSP services; these purchases must be related to the client's treatment goals. This program has also allowed MCBH to hire both entry level and to promote experience behavioral health staff who are often bilingual and from the Latinx community, thus creating career pathways to higher paying positions, such as Psychiatric Specialist, SUD Counselor, or Staff Services Analyst.

MCBH has two wellness centers: the Walker Wellness Center and the Sierra Wellness Center in Mammoth Lakes. Additionally, the department offers wellness programming at community centers in Crowley Lake and Bridgeport. After experimenting with a variety of different wellness programming formats from virtual to Facebook-based to outdoor during the course of the pandemic, the department is now largely back to in-person indoor masked wellness programming.

During MCBH's recent Community Program Planning Processes, there was a great emphasis placed on expanding wellness center programs throughout the county. As a result, MCBH began to plan for additional Wellness Center Associates and brought on a part-time staff member to serve the Bridgeport community in May 2020 and a Mammoth-based Wellness Center Associate in June 2021. The department also increased its capacity in May 2021 by bringing on a new staff

member to supervise and build wellness center activities and community programs throughout Mono County.

In the first half of FY 21-22, the Wellness Team hosted such programs as Senior Breakfast in Mammoth and Bridgeport, Gentle Yoga in Mammoth and Crowley, Bridgeport Walk & Talk, Bridgeport Tai Chi, Bridgeport Afternoon Tea, Walker Men's Meditation, Walker Community Garden, Mammoth LGBTQ+ Parent Support Group, and Mammoth LGBTQ+ Potluck. Similar ongoing programming is planned for the second half of FY 21-22 and FY 22-23 as Wellness Center Associates remain responsive to client needs. The Walker Community Garden is also operating seasonally and in fall 2021 MCBH completed an interior remodel of the Walker Wellness Center to make it easier to clean and more bright and welcoming for visitors.

Looking forward to FY 22-23, MCBH plans to create up to one position for a peer case manager that can serve as a growth path for a Wellness Center Associate. In the Three-Year Plan, MCBH intended to create two such positions, but after re-assessing need and revenue projections the department has made this change; this position will likely be split between CSS and PEI.

In terms of crisis intervention and stabilization, MCBH staff are available 24/7 including responding to crisis calls from the Mammoth Hospital Emergency Department for 5150 assessments and use funds from this program to cover costs like hotel rooms, etc. to help clients stabilize following a crisis. This program includes various program costs such as phone costs. MCBH also operates a transitional housing program to stabilize a person's living situation and provides services on-site, but this program is grant-funded and does not utilize MHSA funding. In FY 2019-2020, the Department developed an MOU with Kern County for utilization of a crisis stabilization unit in Ridgecrest – both FSP and non-FSP clients used this service. Additionally, MCBH participated in the MHSOAC-sponsored Crisis Now Learning Collaborative with the help of a consultant from SHINE, a local non-profit. Based on this work and a Crisis Care Mobile Units grant via DHCS, the department plans to roll out a Mobile Crisis Response Team in late FY 21-22 and hopes to bolster that program with an Innovation Plan in FY 22-23.

## Outreach and Engagement

MCBH offers several CSS programs, services, and activities that are encompassed in its Community Outreach & Engagement program, including the Foro Latino, community socials in outlying areas, and Mental Health Month activities. These programs are designed to engage Mono County's un- and under-served individuals and communities, from both an ethnic/racial perspective and a geographic perspective. Through these programs, MCBH is also able to build trust in its communities and ensure that individuals who need more intensive services from the Department feel comfortable seeking them.

After suspending most in-person programming throughout FY 20-21, MCBH began offering in-person Outreach and Engagement Programming consistently in FY 21-22. Community socials returned to Walker, Bridgeport, and Benton and were expanded to include June Lake; activities are planned for Mental Health Month; and at least one Foro Latino will be held in FY 21-22.

MCBH's Mental Health Month celebration in May 2021 was quite successful and included a return to in-person outdoor programming, a Foro Latino, a virtual speaker, Mental Health First Aid trainings, along with social media outreach. MHSA funding was also used to purchase supplies for a community art show that unfortunately did not receive many submissions and thus did not take place.

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CSS Program Cost Per Person Estimates for FY 22-23

	FSP	Crisis Int/Stab	Supportive Housing	Telehealth Services	Wrap	Expanded CM/Supp Svcs	Wellness Centers	Community O & E
Total Cost of Program	\$310,762.00	\$14,156.00	\$20,000	\$557,362.00	\$188,539.00	\$160,746.00	\$264,181.00	\$ 95,407.00
Total Estimate of Participants	29	54	10	145	8	149	342	120
Total Estimated Cost per Person	\$10,715.93	\$262.15	\$2,000.00	\$3,843.88	\$23,567.38	\$1,078.83	\$772.46	\$795.06
Estimated Cost for Children (0-15)	\$ 32,147.79	\$ 1,835.04	\$ 2,000.00	\$ 57,658.14	\$ 70,702.13	\$ 42,074.46	\$ 56,389.51	\$ 23,851.75
Estimated Cost for TAY (16-25)	\$ 42,863.72	\$ 4,456.52	\$ 2,000.00	\$ 126,847.90	\$ 23,567.38	\$ 37,759.13	\$ 25,491.15	\$ 15,901.17

Estimated Cost for Adult (26-59)	\$ 182,170.83	\$ 6,553.70	\$ 10,000.00	\$ 338,261.08	\$ 70,702.13	\$ 75,518.26	\$ 166,078.70	\$ 47,703.50
Estimated Cost for Older Adult (60+)	\$ 53,579.66	\$ 1,310.74	\$ 6,000.00	\$ 34,594.88	\$ 23,567.38	\$ 5,394.16	\$ 16,221.64	\$ 7,950.58

\*Please note that MHSA Housing Project costs are not included since this is a one-time expense that will serve many clients over the course of its life.

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## CSS Achievements

MCBH has several notable achievements in FY 21-22 thus far, including the expansion of wellness center programming to include more LGBTQ+-focused programs and the return to in-person wellness programming. The department responded to more crises than in years past and is actively working to improve reporting and services within its FSP program. MCBH also successfully identified a site and a partner for its housing project and negotiated the inclusion of 13 units of housing for individuals with mental health conditions. From an administrative perspective, the department executed a series of loan agreements which were approved by the Mono County Board of Supervisors.

## Challenges or barriers, and strategies to mitigate

Like the rest of the world, Mono County Behavioral Health has continued to experience challenges linked to COVID-19. While we are proud of the way that our staff pivoted to meet community needs, the barriers that we have encountered are intense and staff exhaustion, languishing, and burn out remain real concerns as we look forward to FY 22-23.

MCBH now has more staff than ever before and we continue to clarify each staff's roles and responsibilities and try to minimize the number of hats each staff person wears. Two final challenges or barriers include the high cost of our Telehealth Services Program, which includes psychiatry and the continued lack of affordable housing in Mono County. While no solution is currently available for high costs, MCBH continues to push forward its housing project.

## List any significant changes in Annual Update, if applicable

MCBH has made several changes to its Annual Update:

- In FY 22-23, MCBH will add up to one peer Case Manager rather than two Addition of Peer Support Specialists in FY 22-23
- Addition of one therapist position to FSP program
- Clarification of program-related costs for various GSD-funded programs
- Based on guidance from DHCS, MCBH added a cost per person estimate for each program for FY 22-23
- Information about the Crisis Care Mobile Unit grant and how that will impact the crisis stabilization program
- Shifting the Wrap Program to be funded 90% under FSP and 10% under GSD beginning in FY 21-22 (previously it was split 50% under FSP and 50% under GSD)
- Contribution of CSS funding to the MHSA Housing Project will increase from \$1,500,000 to \$1,577,123.43

## PREVENTION AND EARLY INTERVENTION

The Prevention and Early Intervention (PEI) component of the MHSa includes five different funding categories: Prevention, Early Intervention, Outreach for Increasing Recognition of Early Signs of Mental Illness, Access and Linkage to Treatment, and Stigma and Discrimination Reduction. Please see PEI Table 1 below for an overview of the programs and services offered within each of these service categories.

**PEI Table 1. PEI Service Categories & Programs/Services**

Service Category	Prevention & Early Intervention	Outreach to Increase Recognition	Access/ Linkage to Treatment	Stigma/ Discrimination Reduction
Programs and Services	<ul style="list-style-type: none"> <li>• Peapod Playgroup Program</li> <li>• Walker Senior Center</li> <li>• North Star School-Based Services</li> </ul>	<ul style="list-style-type: none"> <li>• Community Trainings</li> </ul>	<ul style="list-style-type: none"> <li>• Outreach in Outlying Communities</li> </ul>	<ul style="list-style-type: none"> <li>• Community Engagement</li> </ul>

### Prevention & Early Intervention

The Peapod Playgroup Program targets children from birth to five years old and their parents in six communities throughout Mono County. Every year, there are three to four Peapod sessions in each location; each session consists of 10 weekly playgroups in which children and their parents gather together. The program is peer-run (peer-leaders go through a training program) and consists of structured activities for parents and children to participate in together. This provides time for children and their parents to socialize in rural, geographically remote communities where it is easy for families to feel alone. It also provides parents with a forum to ask developmental questions about their children, discuss problems they are having at home, and seek out services with licensed professionals. In Mammoth Lakes, there is also a Peapod Group for Spanish-speaking children and their parents.

The expected outcomes/objectives of this program include: decreasing isolation by providing parents and children an opportunity to socialize, de-stigmatizing seeking behavioral health services, linking children and their parents to community services, encouraging school readiness skills, and encouraging early literacy. This program is a community-led and -driven activity that

was created in response to a specific community-identified need. It is a unique form of outreach that provides services within the community that help increase access to services, while providing prevention and early intervention services. Moreover, it helps improve families' engagement in their own communities and with their peers.

The next activity funded through the Prevention category is a portion of the operations at the Walker Senior Center. Located in remote Walker, CA, the Senior Center is the fixture of a community that is 34 percent 60 years and older (2010 Census). This program is operated by Mono County Social Services and typically includes daily lunches for seniors, a welcoming area to spend time during the day, and structured activities ranging from games to informative learning sessions. The senior center lead staff person has been trained in Healthy IDEAS, a depression screening tool for seniors and is trained on how to refer individuals to MCBH for services. Through this partnership with the Walker Senior Center, MCBH has the goal of reducing isolation and building community supports, both of which have been identified as needs in the Community Program Planning Process.

The largest program funded in the PEI category is the North Star School-Based Services Program (formerly called the Mammoth North Star Counseling Center). North Star's mission is to improve the lives of the clients we serve by providing tools and insights so clients can better recognize, confront and understand their challenges. Although families are served collaterally, North Star's target population is 100% youth. The North Star School-Based Services Program aims to keep students from falling through the cracks during one of the most critical development periods of their lives. Additionally, North Star aims to reduce mental health stigma in the community and provided a safe place where students and their families can seek needed services.

In its Three-Year Plan, MCBH wrote about several changes to this program, including the addition of in-class school wellness programming across the county. This component of the program has remained quite successful through FY 21-22 and will stay in place in FY 22-23. It's important to note that MCBH had intended to expand the North Star School-Based Services Program to include a Psychiatric Specialist III position to provide therapy to students and to help supervise the North Star program. Based on stakeholder input and a re-assessment of funding sources, it has been determined that any such staffing changes (including the management of an intra-district school-based program and the expansion to serve transition age youth at Cerro Coso Community College) should be led by the Mono County Office of Education. As a result, this program will continue as it did prior to the pandemic with the addition of in-class school wellness but will not include the expanded therapist/management costs as previously planned. The services provided through this program include individual therapy and referral-based groups, in-class presentations and wellness activities.

### Outreach for Increasing Recognition of Early Signs of Mental Illness

In FY 21-22, MCBH contracted with a local professional trained in Mental Health First Aid (MHFA) to host two full-day trainings. In FY 22-23, she will again offer at least two MHFA trainings, and will reach out to some of Mono County's largest employers to provide these trainings. An



engaging trainer, her work in the community is well-respected and the trainings have been well-attended.

Additionally, MCBH regularly responds to requests for trainings and the department's director spends a portion of her time advocating for mental health in ways that align with this component. Finally, MCBH had hoped to provide an in-depth training about the early signs of mental illness and the school-to-prison pipeline for the Student Attendance Review Board (SARB) of Mono County in FY 21-22 or 22-23; however, with the nature of the overwhelm that schools are experiencing related to COVID-19, this has been listed as a lower priority.

### Access and Linkage to Treatment

Previously called the "Outreach in Walker Community" program, this program is now called the "Outreach in Outlying Communities" program. Staff members in Bridgeport and Walker offer such access and linkage programming as Trauma-Informed Yoga, Kids Yoga, and Ladies Yoga. MCBH has found that community programming is an excellent way to attract un/underserved individuals and screen/assess them for referral to more intensive services and this program is designed to achieve this among different age groups in some of our most underserved communities. Additionally, within the Walker community, the program includes regular outreach to the isolated Mountain Warfare Training Center Marine Corps Base, attending social events and building relationships with members of the Walker community and their families.

### Stigma and Discrimination Reduction

To reduce stigma and discrimination, MCBH operates a program called Community Engagement that involves the active management of a Facebook page with English and Spanish content. With the onset of COVID-19 at the end of FY 19-20, MCBH shifted its focus from in-person wellness activities to other forms of outreach and engagement to help people feel connected and to reduce the stigma around seeking help for mental health. MCBH began doing three Facebook Live sessions per day (two in English and one in Spanish) and its followers skyrocketed, going from 66 to over 600 in a matter of months. As a result of this growth, MCBH has focused more of its energy into this program, making it the only stigma and discrimination reduction activity in its Community Engagement program in FY 21-22 and FY 22-23. In winter 2022, MCBH asked its Facebook followers to participate in a survey (to be administered annually) in an effort to measure changes in attitudes, knowledge, and/or behavior regarding being diagnosed with mental illness, having mental illness and/or seeking mental health services. The survey had minimal participation, but the respondents reported that the program is having a positive effect.

In its Three-Year Plan, MCBH had discussed plans to add a formal Suicide Prevention program in FY 22-23; however, with current staffing and a focus on the Mobile Crisis Response Team as a mechanism to reduce suicide, it has been decided to delay the implementation of a formal suicide prevention program. The importance of mobile crisis has been highlighted over the last several years including in the most recent CPPP.

PEI Program Cost Per Person Estimates for FY 22-23

	Peapod Playgroup	Walker Senior Center	North Star	Community Trainings	Outreach in Outlying Communities	Community Engagement
Total Cost of Program	\$40,000	\$50,000	\$108,592	\$28,835	\$128,418	\$76,045
Total Estimate of Participants	116	85	600	160	100	1,000
Total Estimated Cost per Person	\$344.83	\$588.24	\$180.99	\$180.22	\$1,284.18	\$76.05
Estimated Cost for Children (0-15)	\$26,206.90	\$ -	\$90,493.33	\$ -	\$ 38,525.40	\$ 7,604.50
Estimated Cost for TAY (16-25)	\$1,724.14	\$ -	\$18,098.67	\$7,208.75	\$ 25,683.60	\$ 7,604.50
Estimated Cost for Adult (26-59)	\$10,689.66	\$ -	\$ -	\$18,021.88	\$ 51,367.20	\$ 38,022.50
Estimated Cost for Older Adult (60+)	\$1,379.31	\$50,000.00	\$ -	\$3,604.38	\$ 12,841.80	\$ 22,813.50

## PEI Achievements

MCBH continues to be proud of the pivots that it made in its PEI programming during COVID-19 and is proud of the ways that these programs have returned to in-person interaction. MCBH is happy that school stakeholders weighed in on the proposed North Star expansion to create a program that will ultimately be more robust and sustainable when operated through the Mono County Office of Education. Finally, the department is proud of its continued engagement with community members and un/underserved individuals in all the frontier corners of the County – it is a significant feat to provide services in such remote areas and MCBH is dedicated to continuing to reach more and more people through its PEI programs.

## Challenges or barriers and strategies to mitigate

MCBH's PEI programs still lack some evaluation components, which is evident in the confidential version of the PEI Evaluation Report submitted to the Mental Health Services Oversight and Accountability Commission. MCBH hired a data analyst in December 2020 and she is continuing to work to collect all required pieces of data.

## List any significant changes in Annual Update, if applicable

Significant changes include: changes in FY 21-22 to the planned expansion of the North Star School-Based Services Program, the delay in implementation for a SARB Training and formal Suicide Prevention Program, and refocusing the Community Engagement program to include only social media outreach. Additionally, beginning in FY 20-21, MCBH ensured that its PEI programs were primarily youth focused, allowing the department to meet its requirement that 51% of PEI funds serve individuals under 26 years of age. Finally, following its CPPP, MCBH considered the changes in regulation related to AB 638 that would allow the use of PEI funds for certain substance use disorder-related services. It was determined that unless the department begins to encounter over-expenditure of its Substance Abuse Block Grant funds, that this use of PEI funds is unnecessary.

**PEI Table 2. Program Priority Crosswalk to Senate Bill 1004 & WIC Section 5840.7(a) Requirements**

Regulatory PEI Priorities	Childhood Trauma & Early Intervention	Early Psychosis & Mood Disorder Detection & Intervention	Youth Outreach & Engagement Strategies	Culturally Competent & Linguistically Appropriate PEI	Strategies Targeting Mental Health Needs of Older Adults
Citations	WIC Section 5840.6(d)	WIC Section 5840.6(e)	WIC Section 5840.6(f)	WIC Section 5840.6(g)	WIC Section 5840.6(h)
Programs and Services	<ul style="list-style-type: none"> <li>• Peapod Playgroup Program</li> <li>• North Star School-Based Services Program</li> </ul>	<ul style="list-style-type: none"> <li>• Community Trainings (OIR)</li> <li>• North Star School-Based Services Program</li> </ul>	<ul style="list-style-type: none"> <li>• Outreach in Outlying Communities (ALT)</li> <li>• Peapod Playgroup Program</li> <li>• North Star School-Based Services Program</li> </ul>	<ul style="list-style-type: none"> <li>• Community Engagement (SDR)</li> <li>• Outreach in Outlying Communities</li> </ul>	<ul style="list-style-type: none"> <li>• Walker Senior Center</li> <li>• Outreach in Outlying Communities</li> </ul>
Estimated Share of PEI Funding Allocated	15%	15%	21%	28%	12%
<p><b>“Early identification programming of mental health symptoms and disorders, including but not limited to anxiety, depression, and psychosis” is built into every PEI program operated by Mono County Behavioral Health.</b></p>					

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# PREVENTION & EARLY INTERVENTION THREE-YEAR EVALUATION REPORT (FY 2018-19 - FY 2020-2021): AGGREGATED DATA

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## Background & Purpose

This Prevention and Early Intervention (PEI) report contains aggregated data from all Mono County Behavioral Health's (MCBH) PEI programs. A separate supplementary confidential report, which contains protected health information, will be submitted to the Mental Health Services Oversight and Accountability Commission (MHSOAC) through its secure file transfer system in the near future. The California Code of Regulations (CCR), Title 9, Sections 3560.010, requires specific data to be collected by counties and reported annually. Examples of demographic information that must be collected and reported by the county annually includes: race, ethnicity, age, sexual orientation, and gender. These data allow the MHSOAC to ensure that all counties are meeting PEI requirements within their programs.

MCBH funds a variety of programs with its PEI funds, including the Peapod Playgroup Program, North Star School-Based Services (group and individual services) (previously North Star Counseling Services), community trainings, school groups in outlying communities, and a Facebook page featuring bi-lingual content. MCBH has collected demographic and outcome data for some, but not all of these programs. In some cases, it is not possible to collect these data due to the nature of the program and in some cases the data collection was not completed due to lack of capacity. As is well known, there has been significant impact industry wide due to the global COVID-19 pandemic that struck CA in early 2020, resulting in many restrictions and closures. These pandemic restrictions affected how often and what services could be offered and had a significant impact on participation.

## Program Descriptions

### Peapod Playgroup Program

The Peapod Program is a partnership program between MCBH and Mono County Office of Education (MCOE) First 5 which targets children from birth to five years old and their parents in various communities throughout Mono County. Every year, MCBH and MCOE strive to offer three to four Peapod sessions in each location; each session consists of 10 weekly playgroups in which parents and children gather together. This regular scheduled was interrupted due to COVID-19 pandemic restrictions. During the pandemic period, the program switched to a hybrid format depending on local safety protocols – offering programming either in person or online via Zoom or Facebook Live. The program is peer-run (peer-leaders go through a training program) and consists of structured activities for parents and children to participate in together. This provides time for children and their parents to socialize in rural, geographically remote communities where it is easy for families to feel alone. It also provides parents with a forum to ask developmental questions about their children, discuss problems they are having at home, and seek out services with licensed professionals. For online programming, Family Engagement Materials were distributed to interested families attending the groups.

### North Star Counseling Center / North Star School-Based Services: Group Services

Mammoth North Star Counseling Center is a school-based counseling service that targets K-12 youth. During FY 20-21 the program underwent some foundational changes, focusing on a more inclusive model of programming. The new program, termed North Star School-Based Services, now not only encompasses individual and group counseling, but now also provides school wellness activities. The school-based program focuses on prevention and early intervention strategies and treatments with a purpose to provide quality, culturally relevant, low-cost counseling services and behavioral health programming in both individual and group settings to Mono County students and their families.

In FY 2018-2019 North Star Counseling Center offered 2 Resilience groups (8 and 9 weeks each), focusing on subtopics such as Letting go of stress, Understanding your emotions, Dealing with anger and clear thinking, and Understanding other people's emotions, among others. Due to the COVID-19 pandemic and resulting restrictions (including moving schools to a virtual format), no school groups were offered for FYs 2019-2020 or 2020-2021. During this time, MCBH was in regular contact with the schools to see what programming could be offered, as will be apparent in other descriptions of North Star activities.

### North Star Counseling Center / North Star School-Based Services: Individual Services

Mammoth North Star Counseling Center is a school-based counseling service that targets K-12 youth. During FY 20-21 the program underwent some foundational changes, focusing on a more inclusive model of programming. The new program, termed North Star School-Based Services, now not only encompasses individual and group counseling, but now also provides school wellness activities. The school-based program focuses on prevention and early intervention strategies and treatments with a purpose to provide quality, culturally relevant, low-cost counseling services and programming in both individual and group settings to Mono County students and their families.

All Mono County schools are versed on how to perform a North Star referral for services to MCBH. Students that need mental health services beyond North Star Group Counseling are referred to Individual Counseling. In this sense, North Star School-Based Services essentially acts as a vehicle for referral and an extension of MCBH for services. Individuals are connected with case managers and therapists and are often involved in family therapy and collateral sessions with their parents so that progress of treatment can be monitored and discussed.

#### [North Star School-Based Services: School Wellness Activities](#)

Mammoth North Star Counseling Center is a school-based counseling service that targets K-12 youth. During FY 20-21 the program underwent some foundational changes, focusing on a more inclusive model of programming. The new program, termed North Star School-Based Services, now not only encompasses individual and group counseling, but now also provides school wellness activities. The school-based program focuses on prevention and early intervention strategies and treatments with a purpose to provide quality, culturally relevant, low-cost counseling services, and programming in both individual and group settings to Mono County students and their families.

The School Wellness component of the North Star program is new for FY 20-21 and focuses on introducing wellness activities into school curricula. Both Mammoth Unified School District and Eastern Sierra Unified School District held virtual classes for the majority of the year and/or did not allow outside personnel to enter the classroom. As a result, MCBH could not offer many of its typical school groups and individual services also experienced barriers. After talking with school personnel to identify needs, MCBH's programs team began offering virtual wellness activities during class time, such as Kids Yoga, Mindfulness and Meditation, and Diversity Readings. The Diversity Readings wellness activity was developed through MCBH's Cultural Outreach Committee; in this activity, a Wellness Center Associate works with local libraries to identify books for elementary students that discuss justice, equity, diversity, and inclusion and reads them aloud to students to promote open-mindedness, dialogue, and kindness.

While this pivot allowed MCBH to reach many more students during the pandemic, the inability of facilitators to interact one-on-one with students limited the amount of referrals that were made through this program. In an effort to remove any barriers to participation, MCBH also did not collect program outcomes and demographics are extrapolated from demographic reports on the California Healthy Kids Survey. Similar to teachers across the country, teachers in Mono County were maximally stressed and we did not want to add additional paperwork to the program. Because the programs were integrated in FY 20-21, previous school-based wellness activities for FYs 18-19 and 19-20 are reported in the "Access & Linkage to Treatment: ESUSD Groups and Wellness Groups in Outlying Communities" section of this report.

[Eastern Sierra Unified School District Groups and Wellness Groups in Outlying Communities / Outreach in Outlying Communities](#)  
*FY 2018-2019 / FY 2019-2020*

MCBH offers school groups in ESUSD (Eastern Sierra Unified School District) Schools. In FY 2016-2017, the MCBH Director noticed that among ESUSD schools, high rates of students were reporting sad or hopeless days (as measured by the California Healthy Kids Survey). To address this issue, MCBH case managers started reaching out to the schools and establishing mental health-related groups based on the schools' identified needs. Students in need of individual or more intensive services are linked to treatment through these groups. In FYs 18-19 and 19-20, MCBH staff offered a "menu" of school groups based on the Strong Kids curriculum to ESUSD schools. This menu included such options as conflict resolution, self-esteem, and resilience. During the course of the school year, MCBH staff facilitated two Strong Kids groups at Lee Vining Elementary School that consisted of eight sessions on Conflict Resolution and nine sessions on Social Skills and Communication. Fourteen fifth graders participated in these groups (4 and 10, respectively). Although groups were offered to Bridgeport and Walker/Coleville schools, these campuses did not identify students in need of group services. In addition to the Strong Kids groups, MCBH offered "wellness" services to ESUSD schools. These wellness groups were yoga for kids (Kinder, 1st and 2nd grade), as well as an after school cooking class specifically for high school students. In FY 20-21, these school-based wellness activities were integrated into the North Star School-Based services, with a focus on introducing wellness into school curricula. Data for FY 20-21 can be found in the "North Star School-Based Services: School Wellness" section of this report.

Beyond the ESUSD school groups, MCBH began to offer a myriad of wellness services to Eastern Sierra communities, including Mindfulness and various yoga groups. The classes were geared towards various age groups and were welcome and free to all Mono County residents. While MCBH staff hosting the services are able to provide information to participants regarding MCBH's mental health services, referrals are not formally made or tracked. MCBH has been able to successfully continually offer wellness programming to outlying communities in recent fiscal years.

In FY 2018-2019, MCBH hired a Walker-based case manager to focus on PEI activities in the northern part of Mono County. This staff member is a key part of MCBH's access and linkage program. Within the Walker/Coleville schools, she started a once-weekly after school cooking class program for high school students, participated in conflict resolution at recess, and offered in-class yoga. Within the community more broadly, she conducts regular outreach to the isolated Mountain Warfare Training Center Marine Corps Base, attending social events and building relationships with service members and their families.

In FY 2019-2020, this staff member expanded her in-class yoga offerings and was serving approximately 30 students per week. She continued her after school cooking program and hosted weekly Mommy and Me Yoga and Family Arts and Crafts groups at the Walker Wellness Center. She offered the Strong Kids curriculum to students who need extra support and she worked one-on-one in a play-based setting with youth who have been identified as needing extra support and a relationship with a caring adult.



### *FY 2020-2021: Outreach in Outlying Communities*

Previously called the “Outreach in Walker Community” program, this program is now called the “Outreach in Outlying Communities” program. In FY 2018-2019, MCBH hired a Walker-based case manager to focus on PEI activities in the northern part of Mono County. At the end of FY 19-20, MCBH hired a Bridgeport-based Wellness Center Associate to focus on wellness and prevention activities in the Bridgeport community. These staff members are key parts of MCBH’s access and linkage program. Within the Walker community, the program includes regular outreach to the isolated Mountain Warfare Training Center Marine Corps Base, attending social events and building relationships with members of the Walker community and their families.

### **Walker Senior Center**

The next activity funded through the Prevention category is a portion of the operations at the Walker Senior Center. Located in remote Walker, CA, the Senior Center is the fixture of a community that is 34 percent 60 years and older (2010 Census). This program is operated by Mono County Social Services and typically includes daily lunches for seniors, a welcoming area to spend time during the day, and structured activities ranging from games to informative learning sessions. The senior center lead staff person has been trained in Healthy IDEAS, a depression screening tool for seniors and is trained on how to refer individuals to MCBH for services. Through this partnership with the Walker Senior Center, MCBH has the goal of reducing isolation and building community supports, both of which have been identified as needs in the Community Program Planning Process.

### **MCBH Facebook Page**

Created on February 2, 2016, the Salud Mental Mono County Facebook page was designed to reduce stigma and discrimination among the local Latino/Hispanic community. All posts were in Spanish first. Additionally, it helped advertise events at MCBH, especially those for Spanish speakers, and it helped improve access to services. Due to the poor traction the Salud Mental page was gaining (it has 30 “likes” as of June 2018), it was absorbed by the Mono County Behavioral Health facebook page in the 2018-2019 FY. MCBH adjusted the regular facebook page to include more Spanish postings and Spanish content to continue the stigma and discrimination reduction efforts. At the start of COVID-19 in March 2020, which forced MCBH to switch entirely to teleservices, activity on the MCBH Facebook page greatly increased. The MCBH Facebook page features a variety of content, including original posts on mindfulness, meditation, Facebook Live activity sessions (yoga, crafts, etc.), general thoughts and considerations of Mental Health, promotion of MCBH events, and shared posts of mental-health related content. The MCBH facebook page has seen great success since COVID-19 and is now maintaining a high number of followers compared to the department’s previous social media endeavors.

### **Suicide Prevention Trainings for Teachers and Staff**

Mono County Behavioral Health occasionally hosts formal suicide prevention trainings for teachers and staff at local schools – for FY 18-19 there was one training held in Walker, and one held in Lee Vining in FY 19-20. There were no suicide prevention trainings for teachers and staff

held in FY 20-21 due to the pandemic and shifting school needs/resources/capacity. Additionally, in FY 18-19 MCBH Director Robin Roberts participated in one training each at Eastern Sierra Unified and Mammoth Unified school districts, during which safety and suicide prevention protocols were developed.

#### Community Outreach and Trainings

MCBH occasionally offers community-based trainings on various mental health topics. MCBH conducted five trainings between FY 18-19 and FY 20-21 (two trainings each FY18-19, 19-20, and one training FY 20-21). For FY 18-19, MCBH performed two Outreach Trainings related to Mental Illness. The first training was an event with the Mammoth Lakes Foundation in which college students were provided with information regarding managing stress and anxiety. The second FY 18-19 training was through the Mono Arts Council which featured a session on Social Emotional Learning. In January 2020, Mono County saw a sudden spike in suicide rates. In response, MCBH hosted two community suicide events during FY19-20 (these events were independent of suicide prevention trainings offered in Mono County schools). The first event was a partner event with a local food service provider, and the second event was partnered with the Mammoth Mountain Ski Area (MMSA). In FY 20-21, MCBH hosted a Mental Health First Aid course, as part of Mental Health Awareness month. The course was open to the community and local professionals, and was attended by participants such as MCBH staff, Mono County Office of Education staff, local emergency medical services staff, and others. The course covered emergency response to mental health emergencies and thoroughly covered suicide as a mental health emergency.

## Aggregated Demographic Information

<b>Age Group</b>	<b>FY 18-19</b>	<b>FY 19-20</b>	<b>FY 20-21</b>
Children/Youth (0-15)	64	101	488
Transition Age Youth (16-25)	31	103	76
Adult (26-40)	26	432	379
Adult (41-59)	5	419	371
Older Adult (60+)	4	218	271
Prefer not to answer			

<b>Primary Language</b>	<b>FY 18-19</b>	<b>FY 19-20</b>	<b>FY 20-21</b>
English	104	675	1,115
Spanish	15	89	168
Other	1	26	51
Prefer not to answer			

<b>Race / Ethnicity</b>	<b>FY 18-19</b>	<b>FY 19-20</b>	<b>FY 20-21</b>
American Indian or Alaskan Native	1	1	14
Asian			
Black or African American	2	2	3
Native Hawaiian or other Pacific Islander	1	1	5
White	95	79	265
Hispanic/Latino	68	34	189
Caribbean			
Central American			
Mexican/ Mexican-American/Chicano	18	12	4
Puerto Rican			
South American			
African			
Asian Indian / South Asian			
Cambodian			
Chinese			
Eastern European	1	1	
European	12	5	
Filipino			
Japanese			
Korean			
Middle Eastern			
Vietnamese			
Other	4	3	1
More than one race/ethnicity	6		123
Prefer not to answer	5	2	3

<b>Sex Assigned at Birth</b>	<b>FY 18-19</b>	<b>FY 19-20</b>	<b>FY 20-21</b>
Male	48	95	190
Female	60	92	122
Other			
Prefer not to answer		11	

<b>Sexual Orientation</b>	<b>FY 18-19</b>	<b>FY 19-20</b>	<b>FY 20-21</b>
Heterosexual or Straight	36	36	17
Bisexual			
Gay or Lesbian			
Queer			
Another sexual orientation			
Questioning or unsure of sexual orientation			
Prefer not to answer	2	1	

<b>Gender Identity</b>	<b>FY 18-19</b>	<b>FY 19-20</b>	<b>FY 20-21</b>
Male	6	188	749
Female	48	711	267
Transgender Male			
Transgender Female			
Genderqueer/gender non-conforming			
Questioning/ unsure of gender identity			
Another gender identity			
Prefer not to answer			

<b>Disability</b>	<b>FY 18-19</b>	<b>FY 19-20</b>	<b>FY 20-21</b>
No	37	26	18
Learning disability	1	1	
Difficulty seeing			1
Difficulty hearing, or having speech understood			
Other communication disability			
Developmental disability			
Dementia			
Other mental disability not related to mental health			
Physical / mobility disability			
Chronic health condition / chronic pain			
Other			
Prefer not to answer			

<b>Veteran Status</b>	<b>FY 18-19</b>	<b>FY 19-20</b>	<b>FY 20-21</b>
Never served in the military	37	27	54
Currently active duty			
Currently reserve duty or National Guard			
Previously served in the US Military and received an honorable or general discharge			~12
Previously served in the US Military and received entry-level separation or other than honorable discharge			
Served in another country's military			
Other	1		
Prefer not to answer			

DRAFT

## Program Outcomes

### Peapod Playgroup Program

The commentary style feedback provided from participating adults of the Peapod program for both FY18-19 and FY 19-20 proved very positive and useful. The consensus of the served population was that they really enjoyed the sessions and spoke highly of the instructors; the only noted areas of improvement were to add more classes and to offer classes on different days to avoid schedule conflicts. Fortunately, those suggested improvements are reasonably implemented for future FYs. Additionally, reports provided from MCOE First 5 indicate that because of participant satisfaction of the program in both fiscal years, that the program's purpose is being met and will continue to be offered.

### FY 2018 - 2019

Average Satisfaction at each Playgroup, Quarters 1 & 2 FY 2018-19

Scale: 0 Strongly Disagree - 5 Strongly Agree		Walker	Mammoth Bilingual	Crowley	Bridgeport	Chalfant	Lee Vining
Content of Sessions	1	Met my expectations for a playgroup	4.50	5.00	5.00	None	N/A
	2	Was a helpful forum for talking about parenting	4.50	5.00	5.00		
	3	Addressed my family's needs and interests	4.00	5.00	5.00		
	4	Introduced helpful resources	4.50	5.00	4.89		
Playgroup Leader	5	Was knowledgeable and well prepared	5.00	5.00	5.00		
	6	Answered questions and suggested resources	5.00	5.00	5.00		
	7	Facilitated children's play	5.00	5.00	5.00		
	8	Facilitated parent interaction	5.00	5.00	5.00		
Mental Health Services	9	I would feel comfortable with seeking mental health care if I felt like I needed some help.	4.50	4.82	5.00		
	10	I know where to get mental health care in my community.	4.50	4.82	4.56		
	11	I know how to go about getting mental health care in my community.	4.50	4.82	4.56		
	12	I know about some of the mental health issues common to families with young kids.	4.50	4.64	4.56		
Number of Surveys collected at each site:		2	11	9	0	N/A	N/A

### Average Satisfaction at each Playgroup, Quarters 3 & 4, FY 2018-19

Scale: 0 Strongly Disagree - 5 Strongly Agree			Mammoth English	Crowley
<b>Content of Sessions</b>	<b>1</b>	Met my expectations for a playgroup	4.96	4.89
	<b>2</b>	Was a helpful forum for talking about parenting	4.91	4.89
	<b>3</b>	Addressed my family's needs and interests	4.96	4.78
	<b>4</b>	Introduced helpful resources	4.91	4.89
<b>Playgroup Leader</b>	<b>5</b>	Was knowledgeable and well prepared	5.00	5.00
	<b>6</b>	Answered questions and suggested resources	5.00	5.00
	<b>7</b>	Facilitated children's play	5.00	4.89
	<b>8</b>	Facilitated parent interaction	4.87	4.89
<b>Mental Health Services</b>	<b>9</b>	I would feel comfortable with seeking mental health care if I felt like I needed some help.	4.96	4.67
	<b>10</b>	I know where to get mental health care in my community.	4.65	4.67
	<b>11</b>	I know how to go about getting mental health care in my community.	4.78	4.56
	<b>12</b>	I know about some of the mental health issues common to families with young kids.	4.48	4.44
<b>Number of Surveys collected at each site:</b>			<b>23</b>	<b>10</b>

### County-Wide Peapod Survey Average n=55



FY 2019 – 2020

Table 6: Parenting Reflection exit Survey for families with children over 1

N=4	Before program average	After Program Average	Change
<b>Scale of 1 (Strongly disagree) to 5 (strongly agree)</b>			
<i>I know how to meet my child's social and emotional needs</i>	3.75	4.5	0.75
<i>I understand my child's development and how it influences my parenting responses.</i>	3.5	4.25	0.75
<i>I regularly support my child's development through play, reading, and shared time together.</i>	4.5	4.75	0.25
<i>I establish routines and set reasonable limits and rules for my child.</i>	4.5	4.75	0.25
<i>I use positive discipline with my child.</i>	4.25	4.25	0
<i>I make my home safe for my child.</i>	4.75	4.75	0
<i>I am able to set and achieve goals.</i>	3.75	4.5	0.75
<i>I am able to deal with the stresses of parenting and life in general.</i>	3.25	4	0.75
<i>I feel supported as a parent.</i>	3.5	4.5	1
<b>Total</b>			4.5

Table 7: Satisfaction exit survey

	Strongly Agree FY 19-20 N=10	Strongly Agree FY 18-19 N=26
<i>I feel comfortable talking with my parent educator.</i>	98%	94%
<i>I would recommend this program to a friend.</i>	98%	94%
<i>My parent educator gives me handouts that help me continue learning about parenting and child development.</i>	98%	94%
<i>My parent educator is genuinely interested in me and my child.</i>	98%	94%
<i>My parent educator encourages me to read books to my child.</i>	98%	88%
<i>This program increases my understanding of child's development.</i>	94%	69%
<i>My parent educator helps me find useful resources in my community.</i>	100%	75%
<i>Activities in the visits strengthen my relationship with my child.</i>	98%	69%
<i>I feel less stressed because of this program.</i>	88%	50%

FY 2020 - 2021

**Parent Survey Comments:**

What were the strong parts of the playgroups?

- Interactions with other babies
- Building relationships with other moms, sharing tips, sharing experiences.
- Interacting with other babies & moms!
- interactive play and meeting other kids and families

What suggestions do you have for future playgroups?

- less pandemic and more peapod!



**Parent Comments:**

Playing and sharing

Songs, Kids, Learning to play together, practice sharing, talking w/ parents, Spanish and parachute.

Parent interactions, singing songs

Social interactions for kids.

Great interaction for kids with other kids. Great selection of play toys and learning activities.

Great songs and parent time too.

Parent and children interaction.

Regular place to go with routine.

Great Toys

Free play, songs, safety

Attendance, toys, free play

Socialization for my daughter

**Parent Suggestions:**

Peapods are great. We love coming to them.

Keep going, year around

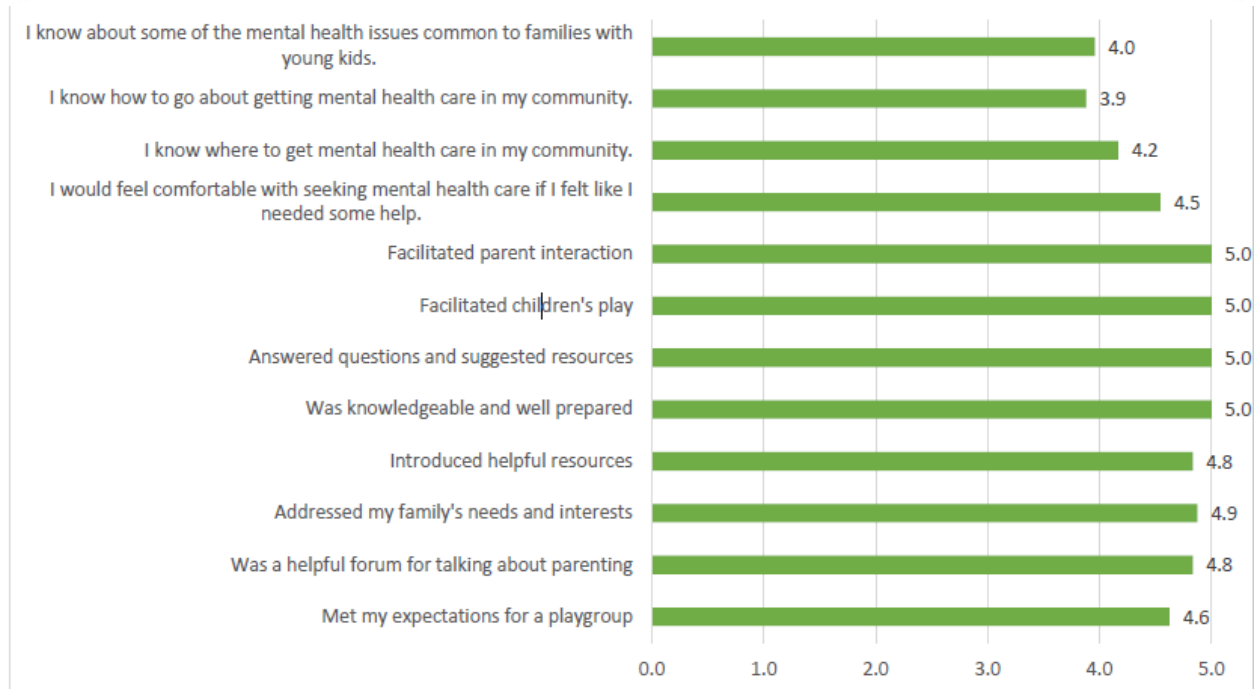
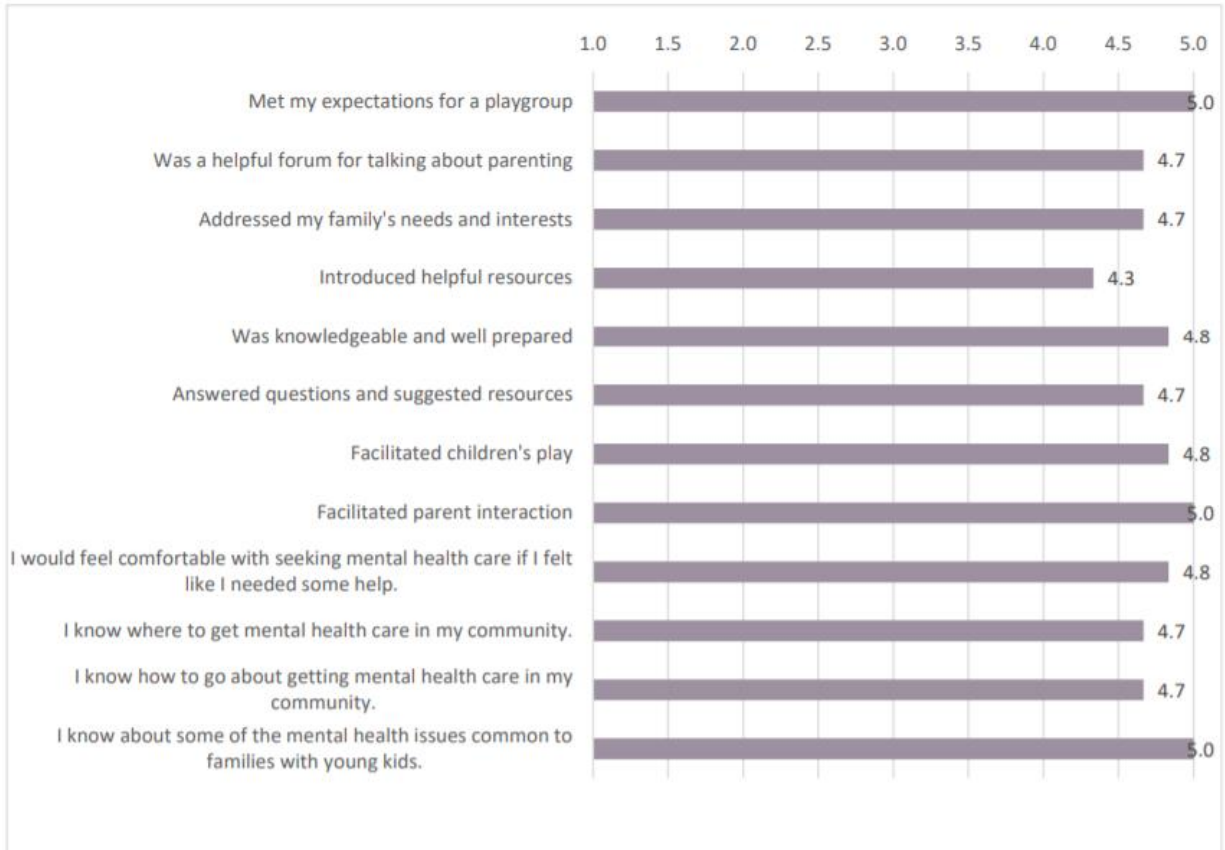
Music

None, we love Peapod

More of the same. More baby signs.

Maybe longer playgroups - 1 hour goes fast

Table 2: Surveys, n=6



North Star Counseling Center / North Star School-Based Services: Group Services  
FY 2018 - 2019

No pre- or post-tests were administered, so pre/post analysis is not possible.

FY 2019 - 2020

No groups offered.

FY 2020 - 2021

No groups offered.

North Star School-Based Services: School Wellness Activities

FY 2018 – 2019; FY 2019 - 2020

N/A

FY 2020 - 2021

For wellness programming, the best measure for program outcomes we can offer is the continual attendance to our sessions. While more traditional measures of program outcomes are not available due to the pandemic, the virtual nature of the programming, and the overall stress of the teachers, MCBH was able to collect the following qualitative data from program facilitators, participants, or their guardians:

“I need a moment alone, it’s ok, I can meditate by myself” – Participant

“I’m really good at breathing now” – Participant

“My son with autism is sitting in the yard meditating now, thank you” – Participant parent

“It is so sweet and the kids are so engaged. Its great watching the kids ” – Participant parent

**ESUSD School Groups**

<b>Program</b>	<b>Number of Sessions Offered</b>	<b>Average Number of Attendees</b>
Diversity Reading	37	20
Mindfulness	19	22
Wellness Conversations	15	12
Kids Yoga	272	18

Eastern Sierra Unified School District Groups and Wellness Groups in Outlying Communities / Outreach in Outlying Communities

FY 2018 - 2019

No pre- or post-tests were administered for the ESUSD School Groups, so pre/post analysis is not possible. For wellness programming, the best measure for program outcomes we can offer is the **continual attendance** to our sessions.

**ESUSD School Groups**

<b>Program</b>	<b>Number of Sessions Offered</b>	<b>Average Number of Attendees</b>
Strong Kids - Conflict Resolution	6	3
Strong Kids - Social Skills	6	10

*FY 2019 - 2020*

No pre- or post-tests were administered for the ESUSD School Groups, so pre/post analysis is not possible. For wellness programming, the best measure for program outcomes we can offer is the continual attendance to our sessions.

**ESUSD School Groups**

<b>Program</b>	<b>Number of Sessions Offered</b>	<b>Average Number of Attendees</b>
Kids Yoga - 1st grade	15	15
Kids Yoga - 2nd grade	15	16
Kids Yoga - Kinder	10	24
HS Cooking Group	16	11

*FY 2020 - 2021*

**Community Wellness**

<b>Program</b>	<b>Number of sessions offered</b>	<b>Average Number of Attendees</b>
Yoga	At least 7	5
Mindfulness	At least 3	1

[MCBH Facebook Page](#)

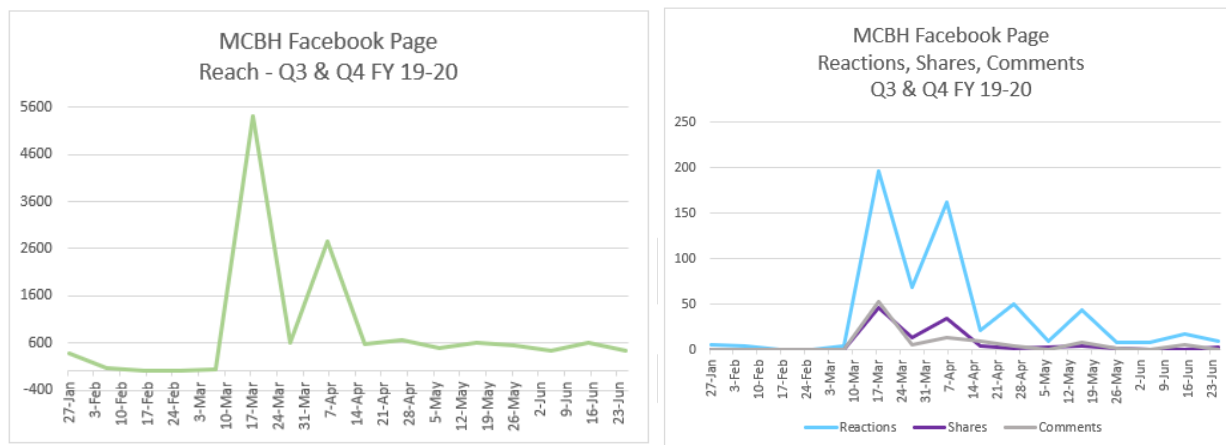
*FY 2018 – 2019*

*Unavailable*

*FY 2019 – 2020*

Program outcomes for the MCBH page are determined by social media engagement. While averages are provided above, MCBH feels it worthy to mention that the MCBH facebook page has a maximum reach of 5,403 persons with our content as of June 2020. While we have wide reach and a high number of followers, engagement is generally low. Most people “react” to our posts (laugh, wow, sad, care, mad), with a maximum of 231 reactions (as of June 2020). Post comments and shares are the area of least engagement, with a maximum of 72 post shares and a maximum of 53 post comments (as of June 2020). Facebook recently changed the way that their page tracks metrics such as followers, reach, reactions, and engagement. A major change includes not being able to see these metrics for a point in time or date range, so, more recent numbers for the FY 20-21 are not available.

Below are time series of MCBH Facebook page reach, reactions, shares and comments. As evidenced by the time series, MCBH’s most successful engagement with program outcomes was early during the COVID-19 pandemic. This is considered a success due to the increased need for mental health services during a globally stressful time.



**FY 2020 – 2021**

In 2022, MCBH began distributing a survey to gather program outcomes that resulted from the MCBH Facebook Page content. The questions in the survey aimed to identify the direct results of viewing our content, in terms of stigma reduction of mental health conditions and getting help for mental health issues. The survey also asked participants to identify feedback and improvement ideas for content and reachability through our page. The results were as follows:

100% of participants strongly agreed that they were more likely to believe anyone can have a mental health condition, or more likely to believe that people with mental health conditions can contribute to society.

100% of participants agreed that they were (1) more likely to seek support from a mental health professional; (2) more willing to talk to a friend or family member if they thought they were experiencing mental distress; and (3) more willing to actively and compassionately listen to someone in distress.

So far, there have been no responses to the content feedback question.

**Suicide Prevention Trainings for Teachers and Staff**

**FY 2018 - 2019**

There are no survey program outcomes to report for FY 18-19, however, one program outcome is the successful development of school safety protocols for ESUSD and suicide prevention protocols for MUSD that were collaboratively developed with district staff.

**FY 2019 - 2020**

*Unavailable*  
FY 2020 - 2021  
*No trainings offered*

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## INNOVATION (ORIGINAL)

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### Help@Hand (a.k.a. “The Technology Suite”)

This project, implemented in multiple counties across California, is bringing interactive technology tools into the public mental health system through a highly innovative set or “suite” of applications designed to educate users on the signs and symptoms of mental illness, improve early identification of emotional/behavioral destabilization, connect individuals seeking help in real time, and increase user access to mental health services when needed. Counties have pooled their resources through the Joint Powers Authority, CalMHSA, to jointly manage and direct the use of selected technology products. The first formal name of this project was “Increasing Access to Mental Health Services and Supports Utilizing a Suite of Technology-Based Mental Health Solutions” and was called the “Technology Suite” for short. Farther along in the project, after working with a marketing firm, stakeholders, and peers, the project was rebranded as Help@Hand.

Innovation serves as the vehicle and technology serves as the driver, promoting cross-county collaboration, innovative and creative solutions to increasing access and promoting early detection of mental illness and signs of decompensation, stopping the progression of mental illness and preventing mental illness all together.

The date that this plan was approved by the MHSOAC was February 22, 2018 and the date that Mono County incurred its first expenses under the project was October 18, 2019 (the official project start date). Mono County Behavioral Health previously requested an extension of time until October 18, 2021, but due to COVID-19 was unable to take critical steps forward in implementation. After submitting a second requested extension of time, the new end date of this Innovation Plan will be February 8, 2023, which is in line with other Help@Hand Cohort One counties. The initial time period approved by the MHSOAC was 17 months. This final extension request increased the project time to three years and four months, which will allow Mono County time to locally implement its chosen web and mobile applications. This project will retain its original learning goals and there has been no change to the project’s target populations.

MCBH sent a letter to the MHSOAC informing them of this extension request on 9/20/21 and received an acknowledgment/approval of the extension request on 10/6/21. See Appendix D for copies of these letters.

In Summer/Fall of 2021, Mono County obtained 10 myStrength test licenses to further test the technology. This app focuses on tailored wellness activities that meet each individual’s mental health goals. Test accounts were provided to three Peers from Mono County’s wellness center, two Spanish-speaking staff members, and the director of their senior center. Staff members testing myStrength were selected to represent geographical diversity. Those well connected to

the community and who might be most helpful when disseminating to the community were also selected. Staff who had tested myStrength provided informal qualitative feedback to Staff Services Analysts within Mono County.

In early FY 21-22, after working with CalMHSA and Cambria Solutions, MCBH formally selected the MyStrength app for implementation and decided to use its funds to purchase 2500 licenses (minimum purchase) and spend the remaining funds held by CalMHSA on marketing the app widely within Mono County. After several administrative delays on the parts of CalMHSA and myStrength, MCBH rolled out use of the app and the marketing in winter 2022.

To support the roll out, MCBH trained all staff on how to talk about/recommend the app and trained wellness center associates (who are peers) in how to get people enrolled. To better reach our target populations, Mono County is planning to partner with the local senior center, Cerro Coso Community College, and a local organization that provides wellness activities and support groups. The outreach and marketing efforts within the department will be paid for with the remaining Innovation funds allocated for this project.

### Help@Hand Program Cost Per Person Estimates for FY 22-23

Total Cost of Program	\$24,500
Total Estimate of Participants	500
Total Estimated Cost per Person	\$49
Estimated Cost for Children (0-15)	\$0
Estimated Cost for TAY (16-25)	200 people = \$9,800
Estimated Cost for Adult (26-59)	200 people = \$9,800
Estimated Cost for Older Adult (60+)	100 people = \$4,900

\*Licenses are available for 2,500 people (this was the minimum license purchase available) – these cost per person estimates reflect an estimate of how many licenses MCBH thinks will actually be used.

### Upcoming Projects: Mobile Crisis Response or Electronic Health Record Project with CalMHSA

MCBH had originally planned to write a mobile crisis response Innovation Plan in FY 21-22, but after receiving the Crisis Care Mobile Units Grant through the Department of Health Care Services and re-assessing its Innovation funds up for reversion, MCBH determined that it would not bring



forward a new Innovation Plan until FY 22-23. At this time, MCBH is exploring the option of either expanding its existing Mobile Crisis Program with additional learning goals or joining a project with CalMHSa related to their EHR implementation and CalAIM administration.

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## INNOVATION PROJECT REPORTS

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### Help@Hand (a.k.a. Technology Suite) Annual Project Report:

Please see the Year 1, Year 2, and Year 3 evaluation report links below as well as screen shots of the Executive Summaries of each report.

#### Full Year 1 Evaluation Report:

[https://www.monocounty.ca.gov/sites/default/files/fileattachments/behavioral\\_health/page/10057/helphand\\_annual\\_evaluation\\_report\\_-\\_year\\_1.pdf](https://www.monocounty.ca.gov/sites/default/files/fileattachments/behavioral_health/page/10057/helphand_annual_evaluation_report_-_year_1.pdf)

#### Full Year 2 Evaluation Report on the MHSA page and the link below:

[https://www.monocounty.ca.gov/sites/default/files/fileattachments/behavioral\\_health/page/10057/helphand\\_evaluation\\_year\\_2\\_annual\\_report\\_memo\\_v2.pdf](https://www.monocounty.ca.gov/sites/default/files/fileattachments/behavioral_health/page/10057/helphand_evaluation_year_2_annual_report_memo_v2.pdf)

#### Full Year 3 Evaluation Report on the MHSA page and the link below:

[https://monocounty.ca.gov/sites/default/files/fileattachments/behavioral\\_health/page/10057/helphand-annual-evaluation-report-year-3-calmhsa-memo.pdf](https://monocounty.ca.gov/sites/default/files/fileattachments/behavioral_health/page/10057/helphand-annual-evaluation-report-year-3-calmhsa-memo.pdf)

## EXECUTIVE SUMMARY

### INTRODUCTION

Help@Hand is a five-year statewide collaborative demonstration project funded by Prop 63 (also known as the Mental Health Services Act) that is designed to bring interactive, technology-based, mental health solutions into the public mental health system through a highly innovative set, or “suite”, of mobile applications. The project also integrates Peers (individuals with lived experience of mental health issues and co-occurring issues) throughout the project. Currently, twelve Counties and two Cities participate in the project. These include: Kern, Los Angeles, Marin, Modoc, Mono, Monterey, Orange, Riverside, San Francisco, San Mateo, Santa Barbara, and Tehama Counties; Tri-City; and City of Berkeley.

The primary activities of Help@Hand over the past year can be characterized by four R’s: Re-innovate; Re-envision; Re-organize; and Reach.

#### Re-innovate

- Released a Request for Statement of Qualification (RFSQ) in order to add new apps to suite
- Developed a process to pilot new apps
- Established the Help@Hand Peer Model by defining Peers and their role in the project

#### Re-envision

- Identified key strategic priorities to guide the first Tech Suite Innovation collaboration of County/City behavioral health departments in California
- Created and adapted tools, training, and support to help critically examine apps within the behavioral health setting
- Sought guidance from various experts in technology implementation, finance, and digital legal fields

#### Re-organize

- Reorganized the budget model:
  - Allocated more funds for local control to allow more decision-making autonomy and resources for County/City level implementation
  - Retained funds at the Collaborative level to allow cost sharing for common needs

#### Reach

- Met with local stakeholders to provide updates and gather feedback on topics such as digital mental health literacy
- Published first Quarterly Stakeholder Update Report and began planning webinars for the public
- Created the Help@Hand brand and developed a marketing plan

## HELP@HAND EVALUATION ACTIVITIES AND FINDINGS (YEAR 1- SEPTEMBER 2018 TO DECEMBER 2019)

### **Market Surveillance examined technologies in the marketplace similar to Help@Hand and found:**

- There is considerable variability in the app marketplace.
- The content or functions of apps change, sometimes quickly, due to updates. Furthermore, apps frequently are added or removed from the marketplace or change names.
- Digital phenotyping apps were not widely available for the public.
- Obtaining usage data will be key to measuring the success of Help@Hand apps.
- Only a small number of users ever used the app again after the day of download.

### **Site Visits with County Leadership, Clinicians, and Staff found:**

- A particular technology's success is likely influenced by contextual factors outside the technology itself, including perspectives of leadership, providers, and Peers.
- Help@Hand technologies met with initial enthusiasm from clinicians, but unanticipated barriers resulted in challenges with meeting those expectations.
- Positive impressions are not sufficient to lead to successful implementation.
- Developing local champions appears to be a key strategy for achieving effective communication and knowledge, as well as successful implementation.
- Using technology in mental health service delivery is new and unanticipated challenges are likely to occur. Identifying and addressing these challenges quickly is important to maintain positive impressions and engagement.

### **Peer Program Evaluation consisted of interviews and surveys, and indicated:**

- Peers are a ready and valuable resource with great potential to inform the appropriate selection and deployment of Help@Hand technology.
- There was a great deal of variability in how Peers were identified, hired, trained, managed and supervised.
- More clearly defining the Peer role and providing appropriate support will facilitate retention.

### **Data collected through heuristic evaluations and surveys/interviews/focus groups with community members and technology users revealed:**

- Community members see the potential value of using mental health technologies.
- Community members also revealed barriers to adoption and continued use of mental health technologies.
- Addressing usability concerns will be critical for encouraging the adoption and continued use of these technologies.

**Work conducted on the outcomes evaluation and data dashboard consisted of:**

- Working with the California Health Interview Survey and California Health and Human Services to develop a state-wide data collection strategy to assess Help@Hand outcomes.
- Identifying comparison counties to better understand the impact of Help@Hand.
- Incorporating multiple stakeholder perspectives to choose a mental health stigma measure through a community-based selection process.
- Obtaining publicly available data.

**Preliminary work to evaluate the second Request for Statement of Qualifications (RFSQ) process suggests:**

- Providing clear instructions to Vendors on information that should be presented during demos will make it easier for Counties to compare across technologies.
- Information related to available features, data storage, sharing, and security is important and useful to collect from Vendors.
- Understanding information related to the user experience of the apps is important to avoid the risk of wasting Counties' time, effort, and money.
- Standardizing processes, data collection strategies, and tools across Counties will enhance the value of the information that Counties will obtain from their efforts.



*Recommendations based on findings from Year 1 are provided on page 63-65.*

## Year 2 Executive Summary:

### EXECUTIVE SUMMARY

#### INTRODUCTION

Year 2 of the Help@Hand project was marked by the same critical ruptures, social upheavals, and unprecedented challenges that have shaped 2020 for all of us, and have made the work of providing targeted and accessible digital mental health therapeutics newly profound for our communities.

The COVID-19 pandemic has revealed itself to be a generation-defining complex of interrelated crises—not only the public health emergency which is still overwhelming Help@Hand counties/cities, but also new crises of rampant unemployment, housing issues, and much more. Meanwhile, 2020 witnessed thousands of protests that have demanded an evolution of the conversation around systemic racism and its effects in communities of color. And through all of this, the year in politics culminated in the national election in November, with Joseph R. Biden Jr. and Kamala D. Harris, respectively, selected as the President and Vice President of the United States.

The past year had several challenges, but also gave way for communities to speak loudly and clearly about their needs, strengths, fears, and hopes. 2020 revealed all of these needs to be inextricably linked, and emphasized the collective toll on mental health. And yet, Year 2 of the Help@Hand program has afforded a vital opportunity to respond to community need with renewed dedication and community-driven effort.

Year 2 of the project was a year of careful community needs assessments, rigorous assessment of digital therapeutic technologies and market surveillance, thoughtful piloting and implementation phases, and vital shared learnings across the collaborative with an emphasis on even greater cross-unit collaboration moving forward. Critical insights into the needs and trends of different linguistic communities, age groups, and regions with respect to the use of digital and online mental health tools were gained. A high-level overview of Year 2 program and evaluation activities as well as learnings is provided below. As the program looks ahead to Year 3, it will continue to build upon the successes and learnings of this unparalleled, yet incredibly formative year.

#### HELP@HAND EVALUATION ACTIVITIES AND LEARNINGS

##### SYSTEM EVALUATION- MARKET SURVEILLANCE, ENVIRONMENTAL SCAN, AND COLLABORATIVE PROCESS EVALUATION

The Year 2 system evaluation focuses on evaluating system-related factors that may affect Help@Hand. It presents evaluation activities and learnings from the market surveillance, as well as the status of the environmental scan and the collaborative process evaluation. Findings include:

- User experience assessment suggests that many mental health apps offer interesting, engaging, and easy-to-use support. However, limited accessibility features indicate that not everyone can get on-demand support from these apps and may face barriers beyond ease of use.
- User experience, downloads, and engagement were higher for chatbot apps than for meditation or peer support apps.
- Digital phenotyping, an approved component of Help@Hand technologies, is not a widely available feature in publicly available mental health apps.
- Apps identified through Help@Hand's most recent Request for Statement of Qualification (RFSQ) tended to underperform in the marketplace in terms of number of downloads and number of monthly active users.



## PEER EVALUATION

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The evaluation of the Peer component carried out in Year 2 documents Peer activities, identifies successes and challenges to implementing the Peer component, and shares lessons learned across the Collaborative. Findings include:

- Peers are playing an active role in supporting the Help@Hand program across the Collaborative. There is enthusiasm overall for the contribution of the Peer component to the Help@Hand project.
- Digital educational materials can be delivered remotely to address digital literacy, in response to the in-person constraints brought about by COVID-19.
- Peers have been engaged in digital product testing throughout Year 2, and counties/cities plan to sustain this engagement into Year 3.
- Over time, more counties/cities are reporting successes with incorporating Peer input into Help@Hand decisions, but challenges to program implementation are being reported by an increasing number of counties/cities.

## COUNTY/CITY TECHNOLOGY, USER EXPERIENCE, AND IMPLEMENTATION EVALUATION

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In Year 2, the Help@Hand evaluation team conducted needs assessments to assure that technologies remain appealing and accessible to all users throughout the reach of the Collaborative. In particular, the needs of Los Angeles community college students and individuals within the Riverside County Deaf and Hard of Hearing Community were assessed, and plans for additional assessments with Orange County were initiated.

Marin, Riverside, San Francisco, and San Mateo Counties, as well as City of Berkeley and Tri-City explored different technologies with target populations to provide valuable feedback about how well or poorly specific technologies were received, which in turn will inform the pilot and implementation phase of selected technologies.

Meanwhile, Los Angeles, Marin, San Francisco, San Mateo, Santa Barbara, and Tehama Counties planned pilots to test potential technologies. A few of these pilots were paused or discontinued for various reasons. At the same time, Los Angeles and Orange Counties implemented technologies, with the intention of offering these technologies to a larger group of community members or using them for the remainder of the project.

In addition, the Help@Hand Collaborative developed a framework to rapidly launch technologies to respond to the needs of their communities during COVID-19. Riverside County developed and launched a peer-chat app called Take my Hand in 2020. San Francisco County is planning to partner with Riverside County on piloting this app as well in 2021. Another technology launched was Headspace, which Los Angeles and San Mateo Counties began offering to county residents in 2020. San Francisco plans to launch Headspace in their county in 2021.

Also, Monterey and Los Angeles Counties released a Request for Information and created a Request for Proposal as part of their development of a tool that screens and refers residents of Monterey County.

Finally, Kern and Modoc Counties completed their projects and transitioned off of Help@Hand. Exit interviews were conducted with both counties.

## OUTCOMES EVALUATION AND DATA DASHBOARDS

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The outcomes evaluation assesses Help@Hand's overall impact in the state of California. Key findings include:

- For both teens and adults, individuals with higher distress levels were more likely to have used online tools to connect with other individuals living with similar addiction or mental health conditions.

- California Health and Human Services (CHHS) and its Institutional Review Board (IRB) approved the Help@Hand evaluation team request for data from vital statistics, which allowed the evaluation team to start analyzing data regarding suicides, and drug and alcohol overdoses. The analysis of the five-year baseline period from 2015 to 2019 revealed that the general rates of suicide and overdose are generally slightly higher in comparison counties than in Help@Hand counties.

## RECOMMENDATIONS

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Recommendations based on evaluation learnings are provided on page 97 for the Help@Hand Collaborative and the individual Help@Hand counties/cities.



## Year 3 Executive Summary:

# EXECUTIVE SUMMARY

Help@Hand began to stabilize in its third year of the project, as several counties/cities successfully piloted and implemented technologies to support the mental health needs of their communities.

Collaboration between counties/cities participating in the project continued to be instrumental to project success. Counties/cities learned from each other and even partnered with each other to plan technology launches across California. At the same time, the project also experienced shifts with some counties/cities graduating from the Collaborative.

Additionally, Peers were an essential part of the project in Year 3. Peers contributed in multiple ways and supported key successes across the project. They also provided insights to strengthen and improve the project.

Multiple evaluation activities were conducted in Year 3. This report synthesizes learnings from these various activities.

## HELP@HAND EVALUATION ACTIVITIES, LEARNINGS, AND RECOMMENDATIONS

### System Evaluation

Headspace, myStrength, and comparable apps were reviewed in Year 3. Learnings from the review include:

- Ensure that content within a particular app product aligns with program goals.
- Plans for implementing a product within a particular community should be built upon how the product is expected to be used by community members.

The Help@Hand evaluation team also interviewed CalMHSA leadership in the beginning of Year 3. The interview identified common project learnings:

- Needs assessments and stakeholder input are important when planning to implement a technology because they provide insight on which technologies would be most beneficial to the community.
- Successful technology pilots and implementations should recognize cultural differences and consider the specific needs of target populations.
- Low levels of digital literacy remain a barrier for consumers adopting apps.
- An essential component for project management was streamlining processes during planning, executing, and monitoring technology launches.

### Peer Evaluation

Quarterly surveys and bi-annual follow-up interviews were conducted with Peer Leads. Surveys and interviews were conducted with Tech Leads in counties without a Peer Lead. Findings include:

- Peer activities this year included product testing, community outreach, digital literacy training, device distribution, and piloting technology.
- Help@Hand Peers had several successes, including meaningful contributions to the Help@Hand project. A frequently reported contribution was increased visibility in the program through delivering presentations to committees and community organizations. Improved communication across the Collaborative and workplaces were other successes.
- A number of recommendations were offered. Recommendations can be found on page 32.

<sup>1</sup> Help@Hand defines a Peer as a person who publicly self-identifies with having a personal lived experience of a mental health/co-occurring issue accompanied by the experience of recovery. A Peer has training to use that experience to support the people they serve.

### County/City and Consumer Experience Evaluation

Help@Hand counties/cities were involved in a number of activities in this period. These included:

- Los Angeles, San Francisco, San Mateo, and Santa Barbara Counties, and the City of Berkeley provided free subscriptions to Headspace. Evaluation of these efforts included app data, consumer surveys, and exploration surveys.
- Riverside County continued to support their community with TakemyHand™, their Peer support platform, and partnered with San Francisco County to plan a pilot of TakemyHand™.
- Orange County continued the implementation of Mindstrong with clients at a local healthcare provider. The evaluation included surveys and interviews with clients and referring providers, along with app data.
- San Mateo County concluded their pilot of Wysa. Data from their local evaluation is spotlighted in this report.
- Marin County completed a pilot myStrength. Findings from consumer and staff surveys and interviews are included in this report, along with myStrength app data. Mono and Tehama Counties, along with City of Berkeley and Tri-City began, or made plans, to offer myStrength.
- Monterey and Los Angeles counties began working with CredibleMind to build a mental health technology that would screen and refer residents to county mental health services.
- Other technologies were provided, or planned to be provided, by several counties/cities. Los Angeles County offered iPrevail to county residents. Riverside County began a pilot of A4i. Los Angeles County also began planning for use of MindLAMP and Syntranet. Marin and Riverside Counties reviewed and considered various technologies to pilot and implement.
- Needs assessments with Behavioral Health Services clients and members of Riverside County's Deaf and Hard of Hearing Community were planned by Orange and Riverside Counties, respectively. The needs assessments seek to understand perceptions of mental health, use of technology to support mental health, and desired resources to support mental health.
- Kern and Modoc concluded their projects and transitioned off of Help@Hand.

### Outcomes Evaluation and Data Dashboards

The California Health Interview Survey (CHIS) included questions on the use of mental health resources that were specifically tailored for the Help@Hand program. Important findings were:

- A significant increase was found from 2019 to 2020 in the percent of people who use the internet and social media almost constantly or many times a day across California.
- Adults who used an online tool to support mental health reported higher levels of usefulness in 2020 than in 2019.
- There was a slight decrease in the percentage of adults who reported using social media, blogs, or online forums to connect with people with similar mental health or alcohol/drug concerns from 2019 to 2020.

### Recommendations

Recommendations based on evaluation learnings include the following. More details are provided on page 141.

- Planning implementation strategies that recognize and address the unique circumstances of key target audiences may improve product uptake and maintenance.
- Managing resources is key to delivering a successful project because it plays an important role in setting project expectations, improving implementation processes, and increasing the likelihood of success.
- Considering needed approvals should take place early in the planning process to improve timeline adherence.

- Creating effective and reliable avenues for sharing information continues to require consideration. It is recommended that current strategies for supporting project communication be reviewed with an eye toward building and supporting effective communication strategies and eliminating those that have been ineffective.
- Involving partners early on and considering their own resources and requirements may impact timelines.
- Developing an open and collaborative relationship with technology vendors continues to emerge as an important learning.
- Recruiting, training, engaging, and involving Peers in decision making processes remain an important need across the project. Continuous efforts to center and elevate Peer voices is essential for success. Systems for continuous collaboration and information sharing across counties/cities for all Peers is also needed.
- Training and supporting providers can facilitate product uptake. Refresher trainings, coaching, and additional materials (e.g. flyers) can be helpful.
- Considering users' early impressions of a technology and evaluating whether the content meets users' long-term needs at later time points help understand user engagement.
- Consenting users requires careful consideration, time, and resources. Counties/cities have encountered numerous hurdles in their efforts to develop their consent process.
- Addressing digital literacy continues to be a need in the community, especially with vulnerable populations, communities of color, and individuals identified as limited English Proficient. It is recommended that local efforts to address the digital literacy divide be documented (e.g. create a white paper), integrating knowledge around availability of federal and statewide resources.
- Improving efficiencies as well as streamlining and simplifying processes across the project occurred this year. Recommendations include developing project management documentation at the local level, which can then be distributed across Help@Hand to serve as a source of ideas.
- Using a one-size-fits all model for project planning and management is not well-suited to such a large and diverse program. Efforts to tailor to individual county/city and project needs have proven to facilitate progress across Help@Hand.
- Marketing a planned implementation is a key component for bringing the target audience to a product. Attracting a specific target audience requires that the marketing strategy be unique and tailored, rather than generic and broad.
- Distributing devices happened in many counties/cities. Consider developing a white paper on device distribution that synthesizes learning and recommendations, including providing information about local, state, and federal support programs.
- Placing kiosks in key client locations can be an effective way of reaching many people.
- Sharing actionable insights continue to benefit the Collaborative. Identifying strategic efforts for addressing best practices for disseminating information across the collaborative will accelerate program impact.
- Considering opportunities for sustainability and lasting impact of project outputs should continue to be prioritized.

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## INNOVATION (MID-YEAR REVISION)

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### Multi-County Innovation Project: Semi-Statewide Enterprise Health Record

#### **Multi-County Innovation Project: Impact of Human-Centered Design Principles on Behavioral Health Workforce Effectiveness, Satisfaction, and Retention**

##### ***Background: Why this, why now?***

The Mental Health Services Oversight & Accountability Commission (MHSOAC) has long been a key facilitator of investments in the California Public Behavioral Health System. These investments are tuned to deliver on the promise of the Mental Health Services Act (MHSA), which envisioned transforming a fragmented and under-resourced safety net system into a holistic, well-functioning and responsive array of services to meet the current and emerging needs of California residents. The MHSOAC has identified levers for enabling transformational change, many of which will rely on robust technology and data systems. Of utmost importance among county data systems is the Electronic Health Record (EHR). These records are used to document and claim Medi-Cal service that county Behavioral Health Plans (BHP) provide and if properly enhanced, can capture vital data and performance metrics across the entire suite of activities and responsibilities shouldered by BHPs.

Until now, BHPs have had a limited number of options from which to choose when seeking to implement a new EHR. The majority of EHR vendors develop products to meet the needs of the much larger physical health care market, while the few national vendors that cater to the behavioral health market have been disincentivized from operating in California by the many unique aspects of the California behavioral health landscape. This has resulted in the majority of county BHPs largely dissatisfied with their current EHRs, yet with few viable choices when it comes to implementing new solutions. The pervasive difficulties of 1) configuring the existing EHRs to meet the everchanging California requirements, 2) collecting and reporting on meaningful outcomes for all of the county BH services (including MHSA-funded activities), and 3) providing direct service staff and the clients they serve with tools that enhance rather than hinder care have been difficult and costly to tackle on an individual county basis.

Clearly, this current moment provides both the opportunity and the imperative for counties to take a substantial leap forward with regard to EHRs. California Advancing and Innovating Medi-Cal (CalAIM) changes target documentation redesign, payment reform and data exchange requirements bringing California BH requirements into greater alignment with national physical healthcare standards, thereby creating a lower-barrier entry to EHR vendors seeking to serve California. At the same time, the COVID-19 pandemic has increased the demand for behavioral health services, had disproportionately impacted communities of color, and has factored into the

staggering workforce shortages faced by counties throughout California. BHPs need to foundationally revamp their primary service tool to meet the challenges and opportunities of this moment. BHPs, in partnership with CalMHSA are positioned to do just that through the Semi-Statewide EHR initiative.

Currently, EHRs have been identified as a source of burnout and dissatisfaction among healthcare direct service staff. EHRs, which were first and foremost designed as billing engines, have not evolved to prioritize the user experience of either the providers or recipients of care. The impact of this design issue is telling – an estimated 40% of a healthcare staff person’s workday is currently spent in documenting encounters, instead of providing direct client care. This estimate does not consider the full breath of the BHP workforce, which relies on a wide diversity of provider types needed to respond to the Medi-Cal population.

### ***Proposed Solution: Semi-Statewide Enterprise Health Record***

CalMHSA is currently partnering with 23 California Counties to enter into a Semi-Statewide Enterprise Health Record project. This project is unique in that it engages counties to collaboratively design a lean and modern EHR to meet the needs of counties and the communities they serve both now and into the intermediate future. The key principles of the EHR project include:

- **Enterprise Solution:** Acquisition of an EHR that supports the entirety of the complex business needs (the entire “enterprise”) of County Behavioral Health Plans.
- **Collective Activism:** Moving from solutions developed within individual counties to a semi-statewide scale allows counties to achieve alignment, pool resources, and bring forward scaled solutions to current problems, thus reducing waste, mitigating risk, and improving quality.
- **Leveraging CalAIM:** CalAIM implementation represents a transformative moment when primary components within an EHR are being re-designed (clinical documentation and Medi-Cal claiming) while data exchange and interoperability with physical health care towards improving care coordination and client outcomes are being both required and supported by the State.

Optimizing EHR platforms used by providers to meet their daily workflow needs can enhance their working conditions, increase efficiencies, and reduce burnout. This increased efficiency translates into more time to meet the needs of Californians with serious behavioral health challenges, while improving overall client care and increasing provider retention.

## ***Multi-County Innovation (INN) Project***

In October 2021, CalMHSA administered a survey to 20 BHPs who had previously expressed interest in participating in the Semi-Statewide EHR. Subsequent to the survey, there has been additional interest in the project. This survey gathered preliminary data related to current EHR system usage, such as the total number of active EHR users, active users by staff classification, service provision, and interoperability capabilities. Survey participants reflect the diverse populations across California counties, with representation from each of the five (5) state regions (Bay Area, Central, Southern, Superior, Los Angeles) as well as county sizes (small-rural, small, medium, large, very large). Based on responses from all 20 counties, it is anticipated that this project could potentially impact more than 20,000 EHR users, depending upon the number of counties choosing to participate.

The proposed INN Project will include the initial cohort of counties who are scheduled to “go live” with the Semi-Statewide EHR during Fiscal Year 2022/2023. A foundational goal of this project is to engage key stakeholders and human-centered design experts *prior to* the new EHR implementation and include their experience and feedback to optimize the user experience and layout of the incoming EHR.

The INN project will have three (3) phases:

- 1) **Formative Evaluation:** Prior to implementation of the new EHR, the project will measure key indicators of time, effort, cognitive burden, and satisfaction while providers utilize their current or “legacy” EHR systems. The data collected by direct observation of staff workflows currently in use will then be assembled and analyzed using quantitative scales. Objective data for example, length of time moving between screens, number of mouse clicks, and amount of time required, as well as subjective data to measure user satisfaction, will be incorporated into the evaluation process.
- 2) **Design Phase:** Based on data gathered from the initial phase, Human-centered design (HCD) experts will assist with identifying solutions to problems identified during the evaluation of the legacy products. This process will help ensure the needs of service providers, inclusive of licensed professionals, paraprofessionals, and peers, and in turn their clients, will be at the forefront of the design and implementation of the new EHR. In order to create as many efficiencies as feasible, the design phase will be iterative, to assure feedback from users and stakeholders is incorporated throughout the process.
- 3) **Summative Evaluation:** After implementation of the new EHR, the same variables collected during the Formative Evaluation will be re-measured to assess the impact of the Design Phase interventions.

The HCD approach is supported by research and is a key component of this project. Enlisting providers’ knowledge and expertise of their daily clinical operations in order to inform solutions in the Design Phase is vital to ensuring the new EHR is responsive to the needs of the BHP workforce as well as the clients they serve.

## ***Project Management and Administration***

- **CalMHSA:** CalMHSA will serve as the Administrative Entity and Project Manager. CalMHSA will execute Participation Agreements with each respective county, as well as contracts with the selected EHR Vendor and Evaluator.
- **Streamline Healthcare Solutions:** This vendor will be responsible for the development, implementation, and maintenance of the Semi-Statewide EHR.
- **RAND:** As the evaluation vendor, RAND will assist in ensuring the INN project is congruent with quantitative and qualitative data reporting on key indicators, as determined by the INN project. These indicators include, but may not be limited to, impacts of human-centered design principles with emphasis on provider satisfaction, efficiencies, and retention. In addition, RAND will subcontract with a subject matter expert in the science of human-centered design to ensure the project is developed in a manner that is most congruent to the needs of the behavioral health workforce and the diverse communities they serve.

## ***Project Objectives***

CalMHSA will partner with RAND to achieve the following preliminary objectives:

- **Objective I:** *Shared decision making and collective impact.* Over the course of the EHR project, RAND will evaluate stakeholder perceptions of and satisfaction with the decision-making process as well as suggestions for improvement.
- **Objective II:** *Formative assessment.* RAND will conduct formative assessments to iteratively improve the new EHR's user experience and usability during design, development, and pilot implementation phases. This will include:
  - A discovery process identifying key challenges that the new EHR is aiming to improve and establish strategic areas for testing (e.g., efficiency, cognitive load, effectiveness, naturalness, satisfaction).
  - Testing EHR usage with core workflows (e.g., writing progress notes; creating a new client records) as well as common case scenarios (e.g., potential client calls an "Access Center" for services, before or after hours; sending referrals to other agencies or teams) in order to identify opportunities for increased efficiencies / standardization.
  - Iterative testing and feedback of new EHR vendor's design (wireframes and prototypes) using agreed-upon scenarios, including interviews and heuristic evaluation workshops as appropriate.
  - Identifying performance indicators to gauge success, such as measures of efficiency (e.g., amount of time spent completing a task; number of clicks to access a needed form or pertinent client information), provider effectiveness, naturalness of a task, and provider cognitive load / burden and satisfaction.
- **Objective III:** *Summative assessment.* Conduct a summative evaluation of user experience and satisfaction with the new EHR compared to legacy EHRs, as well as a post-implementation assessment of key indicators.



**Project Learning Goals**

1. Using a Human Centered Design approach, identify the design elements of a new Enterprise Health Record to improve California’s public mental health workforce’s job effectiveness, satisfaction, and retention.
2. Implement a new EHR that is more efficient to use, resulting in a projected 30% reduction in time spent documenting services, thereby increasing the time spent providing direct client care.
3. Implement a new EHR that facilitates a client-centered approach to service delivery, founded upon creating and supporting a positive therapeutic alliance between the service provider and the client.

**Appendix and Budget**

**Mono County**

1. **COUNTY CONTACT INFORMATION:**

Amanda Greenberg, Program Manager  
[agreenberg@mono.ca.gov](mailto:agreenberg@mono.ca.gov)  
 760-924-1754

2. **KEY DATES:**

<b>Local Review Process</b>	<b>Dates</b>
30-day Public Comment Period (begin and end dates)	9/18/22-10/17/22
Public Hearing by Local Mental Health Board	10/17/22
County Board of Supervisors’ Approval	10/18/22

This INN Proposal is included in: *(Check all that apply)*

	<b>Title of Document</b>	<b>Fiscal Year(s)</b>
	MHSA 3-Year Program & Expenditure Plan	
X	MHSA Annual Update	FY 22-23
	Stand-alone INN Project Plan	



### **3. DESCRIPTION OF THE LOCAL NEED(S)**

Mono County Behavioral Health (MCBH) has been working toward a new Electronic Health Record (EHR) for more than two years. The system that MCBH currently uses is a legacy system that places extreme burden on every staff member that uses it, from therapists and psychiatrists to front office and billing staff. Some staff estimate that they spend four to five extra hours per week doing documentation and scheduling due to the administrative burden of working within the existing system. As we will discuss below, more administrative burden, means less time with clients. This is especially significant given the vacancy rates that Counties, including Mono, across the state are facing.

In recent years, MCBH estimates that it has had at least two positions vacant at all times, with up to three or four positions vacant in times of extreme need. Although these numbers may seem small, in a department of 25 FTE staff members, these vacancies are significant. Moreover, MCBH has such a difficult time recruiting therapists in particular that the department has resorted to contracting with an outside agency for teletherapy at great additional cost. In addition to the workforce shortage as a whole, MCBH's remote location, housing shortage, and high housing costs make recruitment and retention even more challenging.

In the Community Program Planning Process (CPPP) for this project, a client and a family member of a client shared concerns about the number of vacancies that MCBH has been experiencing over the last several years and reported some lack of care coordination related to these vacancies. Additionally, in our most recent community survey, participants regularly cited "lack of access to mental health providers" as a key challenge across age groups. These comments all point to the need for a stronger and more stable behavioral health workforce. MCBH strongly believes that efficient, streamlined systems that lower administrative burden help retain staff.

Finally, in addition to the administrative burden it brings, MCBH's existing EHR is unprepared for CalAIM/Medi-Cal reform and is extremely limited in its ability to meet the department's reporting requirements. MCBH has a desire for robust client reporting out of its EHR to better analyze, understand, and improve the department to meet clients' needs. There is no question that a few EHR with better reporting will allow us to improve services to clients and have more time to devote to direct services.

### **4. DESCRIPTION OF THE RESPONSE TO LOCAL NEED(S) AND REASON(S) WHY YOUR COUNTY HAS PRIORITIZED THIS PROJECT OVER OTHER CHALLENGES IDENTIFIED IN YOUR COUNTY**

As stated above, MCBH has been trying to implement a new EHR for more than two years, and identifying an EHR that is intuitive and uses a human centered design approach has been a key priority for the department. Through this project, MCBH hopes to use learnings

from the RAND Corporation evaluation to help improve the EHR over time and to understand staff members' satisfaction with the resulting product. As a small county, it can be challenging to get exactly what we need from an EHR vendor, so we feel that participation in this project is not only innovative but a worthy investment.

In the CPPP description below, MCBH shares the results of a focus group held with MCBH staff members – these quotes are key examples of the administrative burden that staff are facing. A primary reason that the department has prioritized this project over other challenges identified in the community is because we would like to reduce our time documenting services and focus on client care.

The other potential Innovation project that MCBH and its stakeholders were considering was related to mobile crisis, however, with the infusion of grant funding through the Crisis Care Mobile Units Grant, the department has been able to launch this program with several local partners.

## **5. DESCRIPTION OF THE LOCAL COMMUNITY PLANNING PROCESS**

MCBH started seeking stakeholder feedback on a new EHR in Fall 2020, beginning with a series of staff focus groups, including clinical supervisor, therapists, data, and front office staff. The data collected during this time focused on having an EHR that is easy to use and minimizes administrative burden, meets state requirements/is nimble enough to adapt to ever-evolving requirements, and allows for customized reporting.

MCBH has continually updated the Behavioral Health Advisory Board (BHAB) on its process toward selecting and contracting with a new EHR vendor, including updates on 4/12/21, 10/18/21, 12/31/21, 3/7/22, and 6/6/22. At these times, the BHAB has been receptive to the department's ongoing efforts to change the EHR vendor and improve the overall quality of services as a result.

A brief discussion of MCBH's participation in the CalMHSa EHR project was included in the FY 22-23 MHSa Annual Update that went through all required CPPP and local review processes. This update was well-received, including the update at the Mono County Board of Supervisors in June 2022, which stated that an Innovation Plan for the Multi-County EHR project would be forthcoming.

As stated above, in the Community Program Planning Process (CPPP) for this project, a client and a family member of a client shared concerns about the turnover that MCBH has been experiencing over the last two years and reported some lack of care coordination related to these vacancies. Additionally, in our community survey, participants regularly cited "lack of access to mental health providers" as a key challenge across age groups. Below is a summary of this survey result:

Key Takeaways from the Community Survey include:

- a. **The top 3 issues in our community related to mental health**
  - i. Finding housing (37%)
  - ii. Finding access to MH providers (34%)
  - iii. Drugs or alcohol (28%)
- b. **The top 3 issues for individuals (self) related to mental health**
  - i. Finding access to MH providers (29%)
  - ii. Feeling a lack of social support or isolation (25%)
  - iii. Cost of services (19%)
- c. **The top 3 issues for youth (0-15) related to mental health**
  - i. Feeling a lack of social support or isolation (27%)
  - ii. Family relationships (23%)
  - iii. Experiencing bullying (23%)
- d. **The top 3 issues for transition aged youth (16-25) related to mental health**
  - i. Finding access to MH providers (29%)
  - ii. Finding housing (29%)
  - iii. Drugs or alcohol (23%)
- e. **The top 3 issues for adults (26-59) related to mental health**
  - i. Finding access to MH providers (11.8%)
  - ii. Knowledge of MH Issues (10.7%)
  - iii. Securing stable employment (10%)
- f. **The top 3 issues for older adults (60+) related to mental health**
  - i. Feeling a lack of social support or isolation (44%)
  - ii. Finding access to MH providers (38%)
  - iii. Cost of services (21%)
- g. **ALL Top 3 issues questions, combined:**
  - i. Finding access to MH providers (~23%)
  - ii. Feeling a lack of social support or isolation (~20%)
  - iii. Drugs or alcohol (15%)

Summer 2022, MCBH held a focus group with providers, who were overall enthusiastic about the prospect of participating in the Multi-County EHR Project and shared a multitude of frustrations with its existing system. Staff were asked about barriers in the existing system and how they will allocate time when the administrative EHR burden is lifted:

Our current EHR is not up to date on our CalAIM requirements, which means our agency can be out of compliance and/or has to make a hand count or separate system to do our job. We are wasting time that could be used to see clients or work in our community

Our current EHR does not have any sort of reminders that go off. So we have to track everything manually. This makes it almost impossible to track timelines of when items are due, when to review assessments, etc.

Our current EHR consistently has errors/issues when running our monthly Medi-Cal billing; sometimes there are errors that the vendor does not know how to fix or is very slow to fix.

With a new EHR system, billing will be more streamlined and efficient which will open up more time to work on other essential tasks.

Our current EHR is cumbersome to use, which takes time away from other duties a provider could be doing.

I would have more time for clients, or group facilitation where now I'm taking extra time to write out treatment goals and having to upload them.

Our current EHR is difficult to learn, difficult to use, has glitches, makes things take twice as long.

My time would look different, as I would have more time to focus on actual treatment and effective service delivery/planning, rather than trying to just get notes and scheduling into place.

I would describe our current system as unnecessarily cumbersome to use. A new EHR would allow me to spend more time developing community support and services and outreach to outlying communities and underserved populations.

Finally, MCBH asked Behavioral Health Advisory Board (BHAB) members and regular attendees to review this Appendix. The feedback received was positive, with BHAB members making comments like "Good luck! This would be great for the Team!" and "This looks wonderful, I can't imagine how difficult it is working with the old system."

MCBH proposes joining this project because it will address many of its local needs. By minimizing administrative burden, the new EHR will help increase access to providers and hopefully also help retain staff who struggle with "paperwork" in our existing system. Additionally, the selected vendor will be able to meet CalAIM requirements and the selected system is designed to be intuitive and easy to use, addressing the concerns shared in the staff member focus group.

MCBH will use Innovation funding to cover the cost of the EHR and approximately half of the associated staff time for the first five years of the project. The project will be sustained by other MHSAs funding long-term.

## **6. CONTRACTING**

MCBH has budgeted 1.5 FTE toward this project (funded in part through INN and in part through CSS/MHSA Admin funds) and is assigning this work to staff who led the department's efforts last FY to implement a new EHR. These staff are already working closely with CalMHSA to ensure compliance with CalAIM requirements and attend all vendor calls. The work on the Innovation project specifically is being led by MCBH's Program Manager.

## **7. COMMUNICATION AND DISSEMINATION PLAN**

MCBH plans to communicate results through several key avenues: updates to the Behavioral Health Advisory Board, presentations to the Mono County Board of Supervisors, Annual Updates/Three-Year Plans, and postings to its website. The website where all MHSAs materials can be found is [www.monocounty.ca.gov/mhsa](http://www.monocounty.ca.gov/mhsa). MCBH will also work closely with CalMHSA to help disseminate learnings to other Counties. Finally, lead project staff and departmental leadership will be very clearly communicating all the steps in the EHR process to the program participants (MCBH staff members). These updates will take

place at MCBH staff meetings, in-services, and via Microsoft Teams, which all staff members regularly utilize.

## 8. COUNTY BUDGET NARRATIVE

MCBH proposes using a mix of funding for this project, focusing first on actual unspent INN funds from FY 18/19 (up for reversion June 30, 2023), FY 19/20, FY 20-21, and FY 21-22. These funds, which total approximately \$415,000, will be the first out. Additional actual and projected revenues from FY 22/23 will complete the contribution in the first FY of this project. MCBH developed the budget for subsequent years based upon projected revenues.

Staff costs associated with INN funds shift from year to year based upon actual and projected INN revenues. The Department plans to use other MHSA funds, including CSS and MHSA administration to cover the staff costs that exceed the INN funding available. MCBH plans to assign 1.5 FTE to this project each year, so in years where INN salary funds are lower, the “other funding” contribution is higher.

In terms of sustainability, MCBH plans to assess the duties of staff assigned to this project as it comes to a close. This will allow MCBH to determine which responsibilities should become the duties of existing staff members and which duties need additional on-going personnel. It is the hope of MCBH that this EHR will streamline billing, reporting, clinical documentation, scheduling, and quality assurance duties in a way that will allow the department to reassign ongoing EHR oversight to staff members who currently complete these existing duties. In terms of contract costs, the annual ongoing cost for MCBH is very affordable and less than the department is currently spending.

The table below outlines how funding will be spent locally and with contractors.

Expenditure Category	Expenditure Item	Description/Explanation of Expenditure Item	Total Project Cost
Personnel Costs	Salaries	.3-.5 FTE (varies year to year)- These costs will be shared between the lead staff assigned to the project, who will provide oversight and manage the implementation of the new Semi-Statewide EHR system in our county.  MCBH is presently in a staff transition, so these costs will support a combination of Staff Services Analyst, Fiscal Technical Specialist, Quality Assurance Coordinator, Program Manager, and Clinical Supervisor.	\$288,500.00

		The Program Manager specifically will ensure the ongoing engagement of stakeholders, complete all reporting requirements, and manage coordination with the RAND evaluation team.	
Personnel Costs	Indirect Costs	10% Annual Administration costs calculated based on INN Salaries	\$28,850.00
Contract/ Consultant Costs	Direct Costs	Contract/PA Agreement with CalMHSA, including RAND evaluation costs	\$669,052.89
Total Innovation Funding			\$986,402.89
County Committed Funds/ Other Funding	Salaries	.5-.7 FTE (varies year to year)- Other funding includes CSS and MHSA Admin Costs for personnel. These costs will be shared between the lead staff assigned to the project, who will provide oversight and manage the implementation of the new Semi-Statewide EHR system in our county.  MCBH is presently in a staff transition, so these costs will support a combination of Staff Services Analyst, Fiscal Technical Specialist, Quality Assurance Coordinator, Program Manager, and Clinical Supervisor.  The Program Manager specifically will ensure the ongoing engagement of stakeholders, complete all reporting requirements, and manage coordination with the RAND evaluation team.	\$349,000.00

**9. BUDGET & FUNDING CONTRIBUTION BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY** *(Please complete the Excel file for this portion of the Appendix)*

BUDGET BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY							
COUNTY: Mono							
EXPENDITURES							
	PERSONNEL COSTS (salaries, wages, benefits)	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	TOTAL
1	Salaries	\$ 45,000.00	\$ 72,000.00	\$ 72,000.00	\$ 62,000.00	\$ 37,500.00	\$ 288,500.00
2	Direct Costs						
3	Indirect Costs	\$ 4,500.00	\$ 7,200.00	\$ 7,200.00	\$ 6,200.00	\$ 3,750.00	\$ 28,850.00
4	<b>Total Personnel Costs</b>	\$ 49,500.00	\$ 79,200.00	\$ 79,200.00	\$ 68,200.00	\$ 41,250.00	\$ 317,350.00
	OPERATING COSTS*	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	TOTAL
5	Direct Costs						
6	Indirect Costs						
7	<b>Total Operating Costs</b>						\$
	NON-RECURRING COSTS (equipment, technology)	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	TOTAL
8							
9							
10	<b>Total non-recurring costs</b>						\$
	CONSULTANT COSTS/CONTRACTS	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	TOTAL
11	Direct Costs	\$ 487,355.96	\$ 59,806.50	\$ 40,602.40	\$ 40,629.87	\$ 40,658.16	\$ 669,052.89
12	Indirect Costs						
13	<b>Total Consultant Costs</b>	\$ 487,355.96	\$ 59,806.50	\$ 40,602.40	\$ 40,629.87	\$ 40,658.16	\$ 669,052.89
	OTHER EXPENDITURES (explain in budget narrative)	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	TOTAL
14							
15							
16	<b>Total Other Expenditures</b>						\$
	EXPENDITURE TOTALS	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	TOTAL
	Personnel (total of line 1)	\$ 45,000.00	\$ 72,000.00	\$ 72,000.00	\$ 62,000.00	\$ 37,500.00	\$ 288,500.00
	Direct Costs (add lines 2, 5, and 11 from above)	\$ 487,355.96	\$ 59,806.50	\$ 40,602.40	\$ 40,629.87	\$ 40,658.16	\$ 669,052.89
	Indirect Costs (add lines 3, 6, and 12 from above)	\$ 4,500.00	\$ 7,200.00	\$ 7,200.00	\$ 6,200.00	\$ 3,750.00	\$ 28,850.00
	Non-recurring costs (total of line 10)						
	Other Expenditures (total of line 16)						
	<b>TOTAL INDIVIDUAL COUNTY INNOVATION BUDGET</b>	\$ 536,855.96	\$ 139,006.50	\$ 119,802.40	\$ 108,829.87	\$ 81,908.16	\$ 986,402.89
	CONTRIBUTION TOTALS**	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	TOTAL
	County Committed Funds	\$ 105,000.00	\$ 78,000.00	\$ 78,000.00	\$ 88,000.00	\$ -	\$ 349,000.00
	Additional Contingency Funding for County-Specific Project Costs						
	<b>TOTAL COUNTY FUNDING CONTRIBUTION</b>	\$ 641,855.96	\$ 217,006.50	\$ 197,802.40	\$ 196,829.87	\$ 81,908.16	\$ 1,335,402.89

**10. TOTAL BUDGET CONTEXT: EXPENDITURES BY FUNDING SOURCE & FISCAL YEAR**  
*(Please complete the Excel file for this portion of the Appendix).*

BUDGET CONTEXT - EXPENDITURES BY FUNDING SOURCE AND FISCAL YEAR (FY)							
COUNTY:	Mono						
ADMINISTRATION:	Estimated total mental health expenditures for administration for the entire duration of this INN Project by FY & the following funding sources:						
	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	TOTAL	
A.	sources:						
1	Innovation (INN) MHSAs Funds	\$ 386,855.96	\$ 139,006.50	\$ 119,802.40	\$ 108,829.87	\$ 81,908.16	\$ 836,402.89
2	Federal Financial Participation						
3	1991 Realignment						
4	Behavioral Health Subaccount						
5	Other funding	\$ 105,000.00	\$ 78,000.00	\$ 78,000.00	\$ 88,000.00	\$ -	\$ 349,000.00
6	Total Proposed Administration	\$ 491,855.96	\$ 217,006.50	\$ 197,802.40	\$ 196,829.87	\$ 81,908.16	\$ 1,185,402.89
EVALUATION:	Estimated total mental health expenditures for EVALUATION for the entire duration of this INN Project by FY & the following funding sources:						
B.	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	TOTAL	
1	Innovation (INN) MHSAs Funds	\$ 150,000.00					\$ 150,000.00
2	Federal Financial Participation						
3	1991 Realignment						
4	Behavioral Health Subaccount						
5	Other funding						
6	Total Proposed Evaluation	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ 150,000.00
TOTALS:	Estimated TOTAL mental health expenditures (this sum to total funding requested) for the entire duration of this INN Project by FY & the following funding sources:						
C.	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	TOTAL	
1	Innovation(INN) MHSAs Funds*	\$ 536,855.96	\$ 139,006.50	\$ 119,802.40	\$ 108,829.87	\$ 81,908.16	\$ 986,402.89
2	Federal Financial Participation						
3	1991 Realignment						
4	Behavioral Health Subaccount						
5	Other funding**	\$ 105,000.00	\$ 78,000.00	\$ 78,000.00	\$ 88,000.00	\$ -	\$ 349,000.00
6	Total Proposed Expenditures	\$ 641,855.96	\$ 217,006.50	\$ 197,802.40	\$ 196,829.87	\$ 81,908.16	\$ 1,335,402.89

\* INN MHSAs funds reflected in total of line C1 should equal the INN amount County is requesting approval to spend.  
 \*\* If "other funding" is included, please explain within budget narrative.



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## WORKFORCE EDUCATION AND TRAINING

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The Workforce Education and Training (WET) program includes five different funding categories, including Training and Technical Assistance (TA), Mental Health Career Pathway Programs, Residency and Internship Programs, Financial Incentive Programs, Workforce Staffing Support. MCBH does not presently have a full time WET Coordinator. Instead this position is filled by the Program Manager, Amanda Greenberg, MPH. See WET Table 1 below for a summary of these programs, which promote community collaboration, cultural competence, and wellness and recovery.

**WET Table 1. WET Service Categories & Programs/Services**

Service Category	Training & TA	Residencies & Internships	Financial Incentives
Programs and Services	<ul style="list-style-type: none"> <li>• Trainings &amp; Conferences</li> </ul>	<ul style="list-style-type: none"> <li>• Staff Supervision</li> </ul>	<ul style="list-style-type: none"> <li>• Loan Assumption Program</li> </ul>

### Training and Technical Assistance (TA):

MCBH continues to coordinate and fund training, TA, and other related activities for staff members under its Trainings and Conferences Program within the Training and TA funding category. Staff are encouraged to identify their individual and collective training needs and seek out ongoing education both locally and regionally. Department leadership also identifies training needs and opportunities that align with MCBH’s vision, mission, and core values.

In FY 21-22, MCBH continued to do the majority of its trainings and in-services remotely, focusing on several key themes: racial equity/cultural competence and serving clients and communities in times of extreme division. The department also renewed its focus on meeting various training requirements after receiving the results of its Triennial Review. As a result of intensive racial equity work in FY 20-21, MCBH formed a Racial Equity Committee in FY 21-22 and created a Racial Equity Work Plan, which includes trainings, activities, and goals designed to institutionalize anti-racism work within the Behavioral Health Department. The components of this plan stretch into FY 22-23 and MCBH will be using WET funding to cover the costs of several trainings related to this plan. MCBH continues to participate in the County-wide Justice, Equity, Diversity, and Inclusion (JEDI) Committee and will do so into FY 22-23.

In FY 21-22, two members of the MCBH Leadership Team attended the CIBHS Leadership Institute for Behavioral Health professionals, several staff took advantage of funding to pursue college classes outside of work hours, and a training is planned for summer 2022 which focuses on the culture of poverty. It is the hope of MCBH that staff will be able to begin traveling to regular conferences, state meetings, and other in-person trainings in FY 22-23 and the latter portion of FY 21-22.

### Mental Health Career Pathway Programs:

MCBH employs several staff members who grew up in Mammoth Lakes, received training in the health and human services field, and then returned to seek employment with MCBH. Although the department does not currently have any formal career pathway programs in place, MCBH participates in the Senior Symposium in “normal times,” which helps prepare students for life after high school, including job selection. The department also believes that through its outreach and stigma reduction work, it is making it more possible for individuals to pursue careers in mental health.

### Residency and Internship Programs:

MCBH frequently has intern staff. Funds from this category were used in FY 20-21 and FY 21-22 to pay for the costs to supervise post-graduate interns or the contract for supervision of LCSW staff. Until current staff receive their licensure, MCBH will continue to utilize this funding for these purposes in FY 22-23.

### Financial Incentives Programs:

In this loan assumption program, MCBH pays back up to \$10,000 per year on the principle of student loans related to behavioral health education. MCBH believes that this program has helped retain its staff, which is a significant concern in remote Mono County. The department will be continuing this program from 2020-2023 as funds allow. In FY 21-22, MCBH had six staff take advantage of this benefit, including three administrative staff and three clinical staff. As indicated in its Assessment of Current Capacity section above, MCBH classifies all its positions as difficult to recruit and retain and therefore eligible for its loan assumption program. It is anticipated that of the staff members still eligible in FY 22-23, they will participate in the WET Central Regional Partnership/Department of Health Care Access and Information (HCAI) loan assumption program. In the case that staff members are determined to not be eligible through this program, MCBH will offer loan assumption separately.

### WET Central Regional Partnership:

Thanks in part to a legislative action that provided a “match” for WET funds contributed to the regional partnership, MCBH is participating actively in the WET Central Regional Partnership for the first time in many years. In contributing \$12,598.59 in FY 21/22, MCBH will see the benefit of approximately \$44,000 in program funds (as shown in the screen shot below), which it plans to

allocate entirely to loan assumption. As mentioned above, staff members who are eligible for loan assumption in FY 22-23 will apply through this program, making MCBH’s contribution to its WET loan assumption program in FY 22-23 much smaller than in FY 21-22.

**Mono County Program Budget Allocation:**

<b>Program Funds Allocation for County</b>	<b>\$44,153.16</b>
Administrative Fee	\$6,622.98
<b>Total County Funding</b>	<b>\$50,776.14</b>

**Central Region WET Regional Partnership Mono County Grant Match:**

County Share of OSPHD Regional Grant Award	\$38,177.55
County Match Funds Collected under this Agreement	\$12,598.59
<b>Total County Grant Funds</b>	<b>\$50,776.14</b>

Note: The above “Total County Grant Funds” is inclusive of a \$6,622.98 CalMHSA Administrative Fee.

**Challenges or barriers, and strategies to mitigate | Identify shortages in personnel**

Trying to develop a behavioral health specialty within a small, rural county is very difficult due to the small scale of specialist concerns. As a result, most providers at MCBH are more “generalists.” Furthermore, to attend off-site trainings in larger cities such as Sacramento, Los Angeles, or San Francisco often requires at least a half day of travel and a stay overnight. MCBH does not currently have a Workforce Staffing Support program. Finally, as noted previously in this plan, MCBH has several open positions. When MCBH is able to fill these positions, it will have greater capacity to serve the mental health needs of Mono County residents.

**List any significant changes in Annual Update, if applicable**

Significant changes include: utilizing funds within the Residency and Internships Program and an increase on the contribution of funds to the WET Central Regional Partnership from \$11,000 to \$12,598.59.

---

## CAPITAL FACILITIES/TECHNOLOGICAL NEEDS

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For information about MCBH's planning MHSa Housing Project, please see the CSS section of this report. No CF/TN funds will be used to pay for this project in FY 21-22 or FY 22-23. In FY 20-21, MCBH expended the last of its AB 114 funds up for reversion on this housing project in total amounting to \$222,876.57

MCBH is transitioning to a new electronic health record (EHR) system in FY 21-22, with a go-live date of summer 2022. The cost of this new EHR and the staff time associated will be covered by Telehealth Grants and BH-QIP funds. In 22-23, any costs associated with the EHR not covered by these sources will be absorbed into our administrative costs and spread across components at the advice of our fiscal consultant.

### Challenges or barriers, and strategies to mitigate

N/A

### List any significant changes in Annual Update, if applicable

Significant changes include: MCBH is not planning to expend any CF/TN funds in FY 21-22 or FY 22-23.

## TRANSFERS & PRUDENT RESERVE

In FY 21-22, MCBH transferred less than 10% of its CSS funds to the WET component to cover programming costs and to provide a state match to the Central Regional Partnership. In FY 22-23, MCBH will again transfer less than 10% of its CSS funds to sustain its WET programming.

Below is MCBH’s MHA Prudent Reserve Assessment. The Department will assess and certify the Prudent Reserve every five years, as required by the Department of Health Care Services.

Mono County MHA Prudent Reserve Assessment			
2013-14	\$	1,260,369.61	
2014-15	\$	1,755,991.51	
2015-16	\$	1,576,514.98	
2016-17	\$	1,744,410.99	
2017-18	\$	1,795,078.70	Through June 2018
<b>TOTAL</b>		<b>\$8,132,365.79</b>	
<b>@ 76%</b>		<b>\$6,180,598.00</b>	
<b>% 5</b>	\$	<b>1,236,119.60</b>	<b>Calculated Maximum PR Level</b>
<b>@ 33%</b>	\$	<b>407,919.47</b>	

**MENTAL HEALTH SERVICES ACT  
PRUDENT RESERVE ASSESSMENT/REASSESSMENT**

County/City: Mono

Fiscal Year: 2018-19

**Local Mental Health Director**

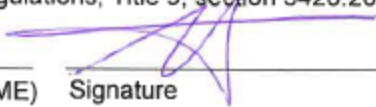
Name: Robin K. Roberts, LMFT

Telephone: 760-924-1740

Email: rroberts@mono.ca.gov

I hereby certify<sup>1</sup> under penalty of perjury, under the laws of the State of California, that the Prudent Reserve assessment/reassessment is accurate to the best of my knowledge and was completed in accordance with California Code of Regulations, Title 9, section 3420.20 (b).

Robin K. Roberts



6-20-2019

Local Mental Health Director (PRINT NAME)

Signature

Date

---

<sup>1</sup> Welfare and Institutions Code section 5892 (b)(2)  
DHCS 1819 (02/19)

## MHSA EXPENDITURE PLAN BY COMPONENT 2022-2023 (ORIGINAL)

### Mono County MHSA Component Expenditure Worksheet 2022-23

	Component						
	CSS	PEI	INN	WET	CFTN	PR	
FY22/23 Estimated MHSA Revenue	\$ 1,672,000	\$ 418,000	\$ 110,000				\$ 2,200,000
FY22/23 Est. Estimated Other Revenue	\$ 34,000						\$ 34,000
FY22/23 Est. MHSA Interest Revenue	\$ 68,400	\$ 17,100	\$ 4,500				\$ 90,000
FY22/23 Estimated Expenses	\$ 2,371,718	\$ 635,770	\$ 24,500	\$ 161,928	\$ -		\$ 3,193,916
One Time MHSA Housing Project	\$ 1,577,124						\$ 1,577,124
FY22/23 PR Transfer	\$ -					\$ -	\$ -
FY22/23 CFTN and WET Transfers	\$ (162,000)			\$ 162,000			\$ -

**Community Services and Supports (CSS) Component Worksheet 2022-23**

**County:**  Mono

	FSP	GSD	O&E	Total CSS
<b>CSS Programs</b>				
1 FSP	\$310,762			\$310,762
2 Expansion of case management/supportive services		\$160,746		\$160,746
3 Wellness Centers		\$217,381		\$264,181
4 Crisis intervention/stabilization	\$7,078	\$7,078		\$14,156
5 Supportive Housing Services	\$20,000			\$20,000
6 Community Outreach & Engagement			\$95,407	\$95,407
7 Wrap Program	\$169,685	\$18,854		\$188,539
8 Telehealth Services	\$278,681	\$278,681		\$557,362
CSS Administration / Indirect Costs				\$752,783
CSS Community Program Planning				\$7,782
CSS MHSA Housing Program	\$946,274	\$630,850		\$1,577,124
<b>Total CSS Expenditures</b>	<b>\$1,732,481</b>	<b>\$1,313,590</b>	<b>\$95,407</b>	<b>\$2,371,718</b>



Prevention and Early Intervention (PEI) Component Worksheet 2022-23

County:  Mono

	PEI	OIR	ALT	SDR	Total PEI
<b>PEI Programs</b>					
1 Peapod Playgroup Program	\$40,000				\$40,000
2 Walker Senior Center	\$50,000				\$50,000
3 North Star School-Based Services	\$108,592				\$108,592
4 Community Trainings		\$28,835			\$28,835
5 Outreach in Outlying Communities			\$128,418		\$128,418
6 Community Engagement				\$76,045	\$76,045
PEI Administration / Indirect Costs					\$201,793
PEI Community Program Planning					\$2,087
<b>Total PEI Expenditures</b>	<b>\$198,592</b>	<b>\$28,835</b>	<b>\$128,418</b>	<b>\$76,045</b>	<b>\$635,770</b>



### Innovation (INN) Component Worksheet 2022-23

County:     Mono    

	Total INN
<b>INN Programs</b>	
1 Help@Hand	\$24,500
2	
3	
4	
5	
6	
7	
INN Administration	
INN Community Program Planning	
<b>Total INN Expenditures</b>	<b>\$24,500</b>



### Workforce, Education and Training (WET) Component Worksheet 2022-23

County:     Mono    

	Total WET
<b>WET Funding Category</b>	
Workforce Staffing Support	\$42,000
Training and Technical Assistance	\$48,000
Mental Health Career Pathways Programs	\$0
Residency and Internship Programs	\$0
Financial Incentive Programs	\$20,000
WET Administration	\$51,396
WET Community Program Planning	\$532
<b>Total WET Expenditures</b>	<b>\$161,928</b>

**Capital Facilities/Technological Needs (CFTN) Component Worksheet 2022-23**

**County:  Mono**

	<b>Total CF/TN</b>
<b>Capital Facility Projects</b>	
Capital Facility Administration	\$0
<b>Total Capital Facility Expenditures</b>	<b>\$0</b>
<b>Technological Needs Projects</b>	
Technological Needs Administration	\$0
<b>Total Technological Needs Expenditures</b>	<b>\$0</b>
<b>Total CFTN Expenditures</b>	<b>\$0</b>

DRAFT

## MHSA EXPENDITURE PLAN BY COMPONENT 2022-2023 (MID-YEAR REVISION)

### Mono County MHSA Component Expenditure Worksheet 2022-23

	Component						
	CSS	PEI	INN	WET	CFTN	PR	
FY22/23 Estimated MHSA Revenue	\$ 1,672,000	\$ 418,000	\$ 110,000				\$ 2,200,000
FY22/23 Est. Estimated Other Revenue	\$ 34,000						\$ 34,000
FY22/23 Est. MHSA Interest Revenue	\$ 68,400	\$ 17,100	\$ 4,500				\$ 90,000
FY22/23 Estimated Expenses	\$ 2,371,718	\$ 635,770	\$ 561,356	\$ 161,928	\$ -		\$ 3,730,772
One Time MHSA Housing Project	\$ 1,577,124						\$ 1,577,124
FY22/23 PR Transfer	\$ -					\$ -	\$ -
FY22/23 CFTN and WET Transfers	\$ (162,000)			\$ 162,000			\$ -

**Community Services and Supports (CSS) Component Worksheet 2022-23**

**County: Mono**

	FSP	GSD	O&E	Total CSS
<b>CSS Programs</b>				
1 FSP	\$310,762			\$310,762
2 Expansion of case management/supportive services		\$160,746		\$160,746
3 Wellness Centers		\$217,381		\$264,181
4 Crisis intervention/stabilization	\$7,078	\$7,078		\$14,156
5 Supportive Housing Services	\$20,000			\$20,000
6 Community Outreach & Engagement			\$95,407	\$95,407
7 Wrap Program	\$169,685	\$18,854		\$188,539
8 Telehealth Services	\$278,681	\$278,681		\$557,362
CSS Administration / Indirect Costs				\$752,783
CSS Community Program Planning				\$7,782
CSS MHSA Housing Program	\$946,274	\$630,850		\$1,577,124
<b>Total CSS Expenditures</b>	<b>\$1,732,481</b>	<b>\$1,313,590</b>	<b>\$95,407</b>	<b>\$2,371,718</b>

Prevention and Early Intervention (PEI) Component Worksheet 2022-23

County:  Mono

	PEI	OIR	ALT	SDR	Total PEI
<b>PEI Programs</b>					
1 Peapod Playgroup Program	\$40,000				\$40,000
2 Walker Senior Center	\$50,000				\$50,000
3 North Star School-Based Services	\$108,592				\$108,592
4 Community Trainings		\$28,835			\$28,835
5 Outreach in Outlying Communities			\$128,418		\$128,418
6 Community Engagement				\$76,045	\$76,045
PEI Administration / Indirect Costs					\$201,793
PEI Community Program Planning					\$2,087
<b>Total PEI Expenditures</b>	<b>\$198,592</b>	<b>\$28,835</b>	<b>\$128,418</b>	<b>\$76,045</b>	<b>\$635,770</b>

County:  Mono

	Total INN
<b>INN Programs</b>	
1 Help@Hand	\$24,500
2 Semi-Statewide Enterprise Health Record	\$536,856
3	
4	
5	
6	
7	
INN Administration	
INN Community Program Planning	
<b>Total INN Expenditures</b>	<b>\$561,356</b>

**Workforce, Education and Training (WET) Component Worksheet 2022-23**

County:  Mono

	Total WET
<b>WET Funding Category</b>	
Workforce Staffing Support	\$42,000
Training and Technical Assistance	\$48,000
Mental Health Career Pathways Programs	\$0
Residency and Internship Programs	\$0
Financial Incentive Programs	\$20,000
WET Administration	\$51,396
WET Community Program Planning	\$532
<b>Total WET Expenditures</b>	<b>\$161,928</b>

**Capital Facilities/Technological Needs (CFTN) Component Worksheet 2022-23**

**County:  Mono**

	<b>Total CF/TN</b>
<b>Capital Facility Projects</b>	
Capital Facility Administration	\$0
<b>Total Capital Facility Expenditures</b>	<b>\$0</b>
<b>Technological Needs Projects</b>	
Technological Needs Administration	\$0
<b>Total Technological Needs Expenditures</b>	<b>\$0</b>
<b>Total CFTN Expenditures</b>	<b>\$0</b>

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## APPENDIX A: PENETRATION RATE DATA

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**Table 1: County Medi-Cal Beneficiaries and Those Served by the MHP in CY 2019 by Race/Ethnicity**

<b>Mono MHP</b>				
<b>Race/Ethnicity</b>	<b>Average Monthly Unduplicated Medi-Cal Beneficiaries</b>	<b>Percentage of Medi-Cal Beneficiaries</b>	<b>Unduplicated Annual Count of Beneficiaries Served by the MHP</b>	<b>Percentage of Beneficiaries Served by the MHP</b>
White	1,248	36.3%	77	38.7%
Latino/Hispanic	1,653	48.0%	89	44.7%
African-American	13	0.4%	*	n/a
Asian/Pacific Islander	27	0.8%	*	n/a
Native American	89	2.6%	*	n/a
Other	414	12.0%	28	14.1%
<b>Total</b>	<b>3,441</b>	<b>100%</b>	<b>199</b>	<b>100%</b>
The total for Average Monthly Unduplicated Medi-Cal Enrollees is not a direct sum of the averages above it. The averages are calculated independently.				

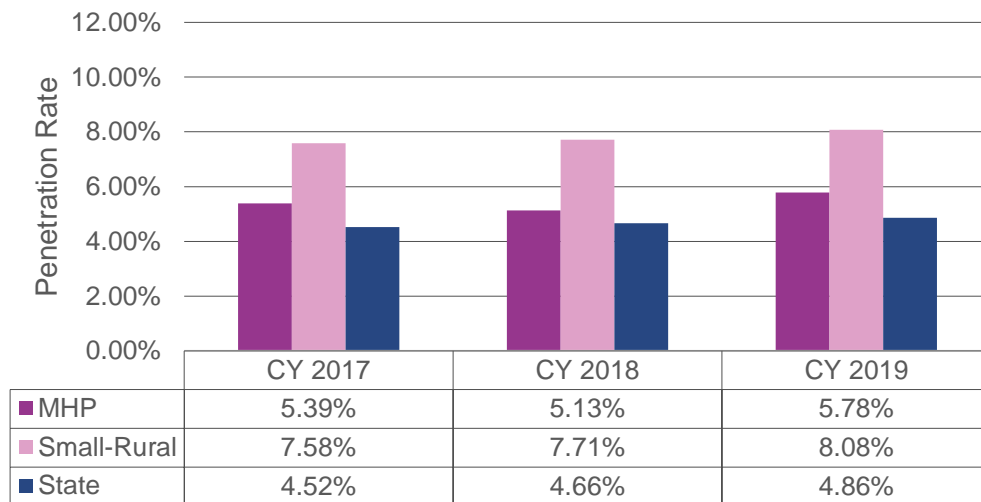
**Table 2: County Medi-Cal Beneficiaries and Those Served by the MHP in CY 2019 by Threshold Language**

Mono MHP		
Threshold Language	Unduplicated Annual Count of Beneficiaries Served by the MHP	Percentage of Beneficiaries Served by the MHP
Spanish	62	31.2%
Other Languages	137	68.8%
<b>Total</b>	<b>199</b>	<b>100%</b>
Threshold language source: DHCS BHIN 20-070.		
Other Languages include English		

## Penetration Rates and Approved Claims per Beneficiary

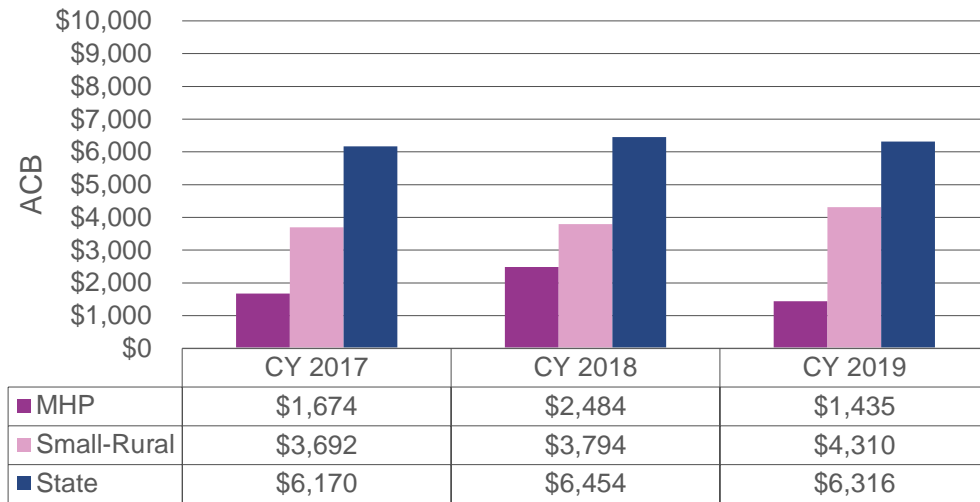
**Figure 1: Overall Penetration Rates CY 2017-19**

### Mono MHP



**Figure 2: Overall ACB CY 2017-19**

**Mono MHP**



**Figure 3: Latino/Hispanic Penetration Rates CY 2017-19**

**Mono MHP**

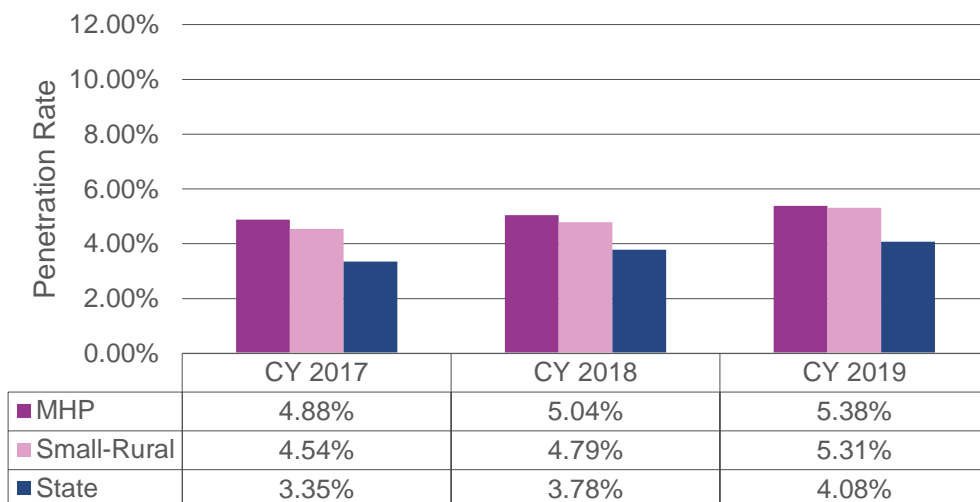


Figure 4: Latino/Hispanic ACB CY 2017-19

**Mono MHP**

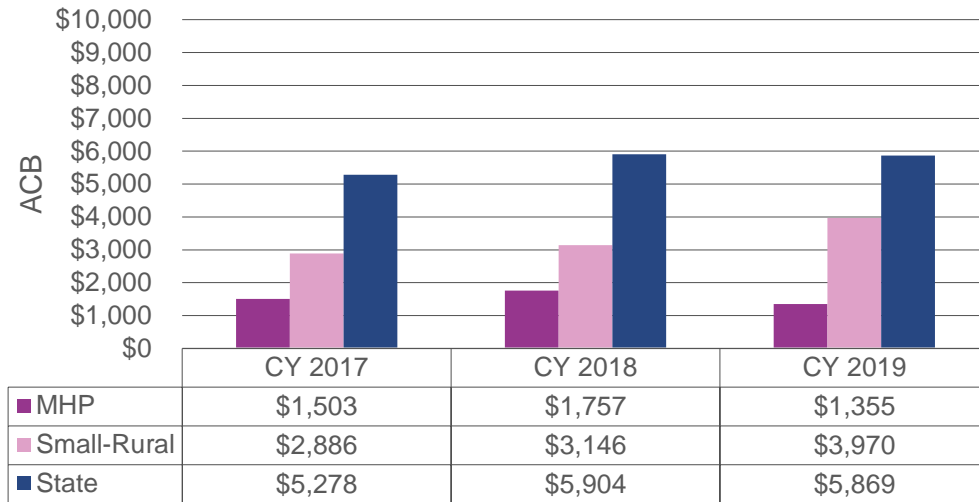
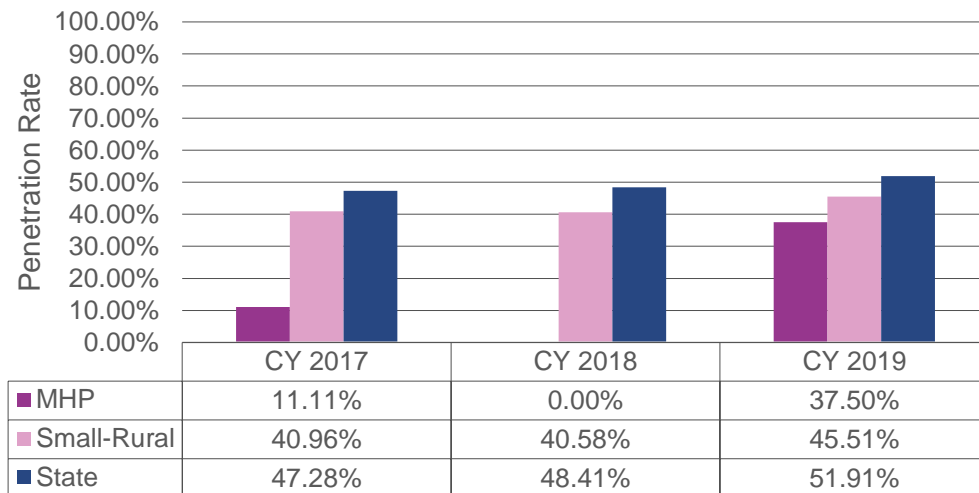


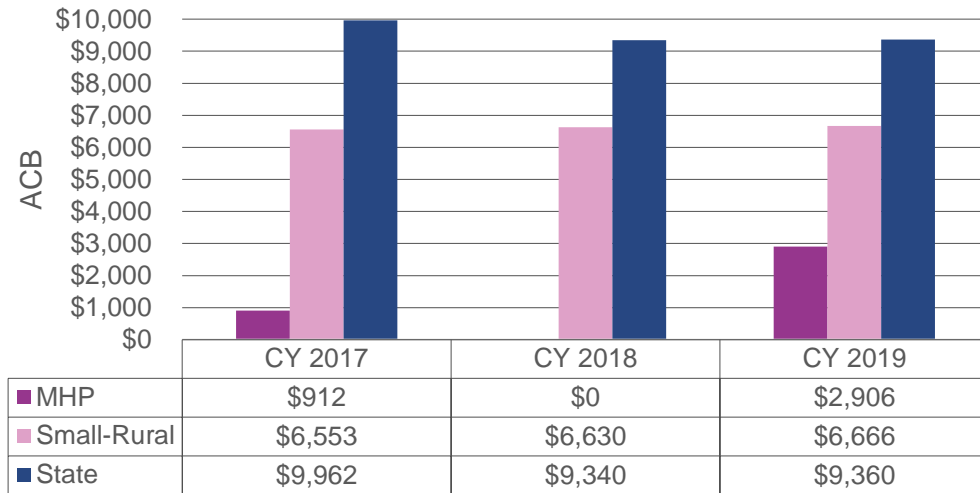
Figure 5: FC Penetration Rates CY 2017-19

**Mono MHP**



**Figure 6: FC ACB CY 2017-19**

**Mono MHP**



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## APPENDIX B: MHSA ISSUE RESOLUTION PROCESS

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### Mono County is committed to:

- a. Addressing issues regarding MHSA in an expedient and appropriate manner;
- b. Providing several avenues to file an issue;
- c. Ensuring assistance is available, if needed, for the client/family member/provider/community member to file their issue; and
- d. Honoring the Issue Filer's desire for anonymity.

### Types of Issues to be resolved using this process:

- a. Appropriate use of MHSA funds; and/or
- b. Inconsistency between approved MHSA Plan and implementation; and/or
- c. Mono County Community Program Planning Process.

### Process:

An individual, or group of individuals, that is dissatisfied with any applicable MHSA activity or process may file an issue at any point within the system. These avenues may include, but are not limited to, the Mono County Behavioral Health Director, Program Manager, QA/QI Coordinator, Mental Health Providers, Mental Health Committees/Councils.

Issues will be forwarded to the QA/QI Coordinator, or specific designee of the Behavioral Health Director, either orally or in writing.

Upon receipt of the issue, the QA/QI Coordinator, or specific designee of the Behavioral Health Director, will determine if the issue is to be addressed through the MHSA Issue Resolution Process or if it is an issue of service to be addressed by the Mental Health Plan (MHP) Problem Resolution Process. If the issue is regarding service delivery to a client, the issue will be resolved through the MHP Problem Resolution Process.

If the issue is MHSA-related regarding the appropriate use of MHSA funding, inconsistency between the approved MHSA Plan and implementation, or Mono County Community Program Planning process, the issue will be addressed as follows:

- a. Issue Filer's concern(s) will be logged into an MHSA Issue Log to include the date of the report and description of the issue.
- b. The Issue Filer will receive an acknowledgement of receipt of the issue, by phone or in writing, within the MHP Problem Resolution timeframes.
- c. The QA/QI Coordinator, or specific designee of the Behavioral Health Director, shall notify the County's Mental Health Director and MHSA Program Manager of the issue received. The QA/QI Coordinator will investigate the issue while maintaining anonymity of the Issue Filer.
- d. The QA/QI Coordinator, or specific designee of the Behavioral Health Director, may convene an ad-hoc committee to review all aspects of the issue. This review process will follow the existing Problem Resolution timeframes.

- e. The QA/QI Coordinator, or specific designee of the Behavioral Health Director, will communicate with the Issue Filer while the issue is being investigated and resolved.
- f. Upon completion of the investigation, the QA/QI Coordinator, or specific designee of the Behavioral Health Director, shall issue a report to the Behavioral Health Director. The report shall include a description of the issue, brief explanation of the investigation, staff/ad-hoc committee recommendation(s) and the County resolution to the issue.
- g. The QA/QI Coordinator, or specific designee of the Behavioral Health Director, shall notify the Issue Filer of the resolution, by phone or in writing and enter the issue resolution and date of the resolution into the MHSA Issue Log.
- h. MHSA Issues and resolutions will be reported annually in the Quality Improvement Report.

If the Issue Filer does not agree with the local resolution, the Issue Filer may file an appeal with the following agencies: Mental Health Services Oversight and Accountability Commission (MHSOAC); California Mental Health Planning Council (CMHPC); or California Department of Health Care Services (DHCS).

## APPENDIX C: MCBH STAFF TRAININGS

MCBH staffed were trained by Amanda Greenberg on the Community Program Planning Process on 1/11/22 from 8-9 am via Zoom as part of a training on the CLAS Standards. Below is a screen shot of all live participants and sample of the slides covered.

**Participants (20)**

- MR Marcella Rose (Me)
- KM Kasandra Montes (she/they) (Host)
- AG Amanda Greenberg (Co-host)
- RR Robin Roberts
- RB Richard Bonneau - rbonneau@mono.ca.gov
- B bhathaway
- Debra Stewart
- D dirk
- DB Dylan Burditt (he/him)
- E Esmeralda
- Gabbi Duhl
- JW Jessica Workman
- JL Jimmy Lee
- LC Laura Cruz
- LP Lauren Plum, she/her
- LC LaVaree Chavez
- LB Luisana Baires
- Sofia Flores she/her/ella
- SM Stephany Mejia
- TR Tajia Rodriguez

**CLAS Standards**

- 13. Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.
- 14. Partner with the community to design, implement and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.

**MHS A CPPP**  
MENTAL HEALTH SERVICES ACT  
COMMUNITY PROGRAM PLANNING PROCESS

**What is the MHS A**

- Voter-approved measure
- Community Services & Supports
- Prevention & Early Intervention
- Innovation
- Workforce Education & Training
- Capital Facilities & Technological Needs

**What is the CPPP**

- Process for stakeholder input
- Transformation of the public mental health system
- Qualitative data – focus groups
- For MCBH: wide variety of components

**Involvement from Community, Clients, & Family Members**

- Consumer Perception Surveys
- Quality Improvement Committee
- Cultural Outreach Committee
- Behavioral Health Advisory Board



Staff also participated in an MHSa Issue Resolution Process Training in late April 2021:

Mono County Behavioral Health Issue Resolution Process Training Sign-In Sheet	
Print Name	Signature
Esmeralda Curiel	<i>Esmeralda Curiel</i>
Laura Cruz	<i>Laura Cruz</i>
Danielle Murray	<i>Danielle Murray</i> <small>Danielle Murray (Apr 26, 2021 14:21 PDT)</small>
Luisana Baires	<i>L. B.</i>
Nancy Carillo	<i>Nancy Carrillo Rosas</i> <small>Nancy Carrillo Rosas (Apr 26, 2021 14:53 PDT)</small>
Sofia Flores	<i>Sofia Flores</i> <small>Sofia Flores (Apr 26, 2021 14:20 PDT)</small>
Jessica Ramos	<i>Jessica Ramos</i> <small>Jessica Ramos (Apr 29, 2021 13:39 PDT)</small>
Jessica Workman	<i>Jessica Workman</i>
Richard Bonneay	<i>Richard Bonneay</i> <small>Richard Bonneay (Apr 26, 2021 14:32 PDT)</small>
Debra Stewart	<i>Debra Stewart</i> <small>Debra Stewart (Apr 26, 2021 17:19 PDT)</small>
Marcella Rose	<i>Marcella Rose</i>
Amanda Greenberg	<i>Amanda Greenberg</i> <small>Amanda Greenberg (Apr 26, 2021 14:46 PDT)</small>
Sandra Villalpando	<i>Sandra Villalpando</i> <small>Sandra Villalpando (Apr 26, 2021 15:17 PDT)</small>
Gabrielle Duhl	<i>Gabrielle Duhl</i> <small>Gabrielle Duhl (Apr 27, 2021 08:50 PDT)</small>
Adriana Niculescu	<i>Adriana Niculescu</i> <small>Adriana Niculescu (Apr 26, 2021 14:26 PDT)</small>
Julie Jones	<i>Julie Jones</i> <small>Julie Jones (Apr 26, 2021 14:27 PDT)</small>
Robin Roberts	<i>Robin Roberts</i> <small>Robin Roberts (Apr 26, 2021 15:29 PDT)</small>
Betty Hathaway	<i>Betty Hathaway</i> <small>Betty Hathaway (Apr 27, 2021 10:47 PDT)</small>
Tajia Rodriguez	<i>Tajia Rodriguez</i>
Kassandra Montes	<i>Kassandra Montes</i> <small>Kassandra Montes (Apr 26, 2021 15:37 PDT)</small>
Stephany Mejia	<i>Stephany Mejia</i> <small>Stephany Mejia (Apr 26, 2021 14:19 PDT)</small>

Additionally, upon hire, all new staff go through an MHSa Training/Overview with the following agenda:

- MHSa Overview with Amanda: Date: \_\_\_\_\_  
Time: \_\_\_\_\_  
Location: \_\_\_\_\_
- Components and programs
- Community Program Planning Process
- What does MHSa mean for the department
- MHSa Issue Resolution Process

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## APPENDIX D: HELP@HAND EXTENSION REQUEST LETTER

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MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

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# COUNTY OF MONO

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

September 20, 2021

Toby Ewing, Executive Director  
Mental Health Services Oversight and Accountability Commission  
1300 17<sup>th</sup> Street, Suite 1000  
Sacramento, CA 95811

Dear Mr. Ewing,

I am writing to inform you that Mono County will be extending the current MHSOAC-approved time period for its Innovation Plan entitled, "Increasing Access to Mental Health Services and Supports Utilizing a Suite of Technology-Based Mental Health Solutions" (a.k.a. "The Tech Suite" and now known as "Help@Hand"). The date that this plan was approved by the MHSOAC was February 22, 2018 and the date that Mono County incurred its first expenses under the project was October 18, 2019 (the official project start date). Mono County Behavioral Health has previously requested an extension of time until October 18, 2021, but due to COVID-19 was unable to take critical steps forward in implementation. The new anticipated end date of this Innovation Plan will be February 8, 2023, which is in line with other Help@Hand Cohort One counties.

The initial time period approved by the MHSOAC was 17 months. This timeline did not include challenges related to the launch and implementation of the project or COVID-19. This final extension request would increase the project time to three years and four months, which would allow Mono County ample time to locally implement its chosen web and mobile applications. This project will retain its original learning goals and there has been no change to the project's target populations. Please don't hesitate to reach out if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robin Roberts".

Robin Roberts (Sep 20, 2021 18:30 PDT)

Robin K. Roberts  
Director, Mono County Behavioral Health



RECEIVED

OCT 06 2021

Mono County  
Behavioral Health

September 23, 2021

Robin Roberts, LMFT  
Behavioral Health Director, Mono County  
PO Box 2619  
Mammoth Lakes, CA 93546

Dear Director Roberts,

Thank you for your notification dated September 20, 2021, for the time extension of sixteen months for Mono County's Innovation plan, "Increasing Access to Mental Health Services and Supports Utilizing a Suite of Technology-Based Mental Health Solutions" (a.k.a. "The Tech Suite" and now known as "Help@Hand").

The Commission originally approved the project on February 22, 2018 for a duration of 17 months. On October 21, 2019 you notified the Commission that the start date for this project was October 18, 2019 and initiated a time extension of seven months to bring the total project duration to two years. With this second time extension, the end date for this project will be February 8, 2023, for a total project duration of three years and four months.

On behalf of the Commission, I would like to thank you for all the work you do in your community.

If you have additional questions or need further assistance, feel free to contact me [sharmil.shah@mhsoc.ca.gov](mailto:sharmil.shah@mhsoc.ca.gov) or your county liaison Wendy Desormeaux at [wendy.desormeaux@mhsoc.ca.gov](mailto:wendy.desormeaux@mhsoc.ca.gov).

Sincerely,

Sharmil Shah, Psy.D  
Chief-Program Operations

Copy: Amanda Fenn Greenberg, Program Manager

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## APPENDIX E: MHSA-RELATED SUBMISSIONS TO DEPARTMENT OF HEALTH CARE SERVICES

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### Mono County MHSA Plan

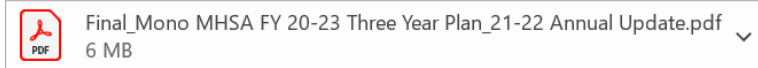


Amanda Greenberg

To [mhsa@dhcs.ca.gov](mailto:mhsa@dhcs.ca.gov); [Desormeaux, Wendy@MHSOAC](mailto:Desormeaux, Wendy@MHSOAC); [mhsoac@mhsoac.ca.gov](mailto:mhsoac@mhsoac.ca.gov)  
Cc [Robin Roberts](#)



9:14 AM



Good morning,

Please find attached Mono County Behavioral Health combined FY 2020-2023 MHSA Three-Year Plan and FY 2021-2022 Annual Update attached. This was approved by the Mono County Board of Supervisors on June 15, 2021.

Please let me know if you have any questions or concerns!

Take care,

Amanda Greenberg, MPH

Pronouns: she/her

Program Manager

Mono County Behavioral Health

760-924-1754

[www.monocounty.ca.gov/behavioral-health](http://www.monocounty.ca.gov/behavioral-health)

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### Mono County FY 20/21 ARER



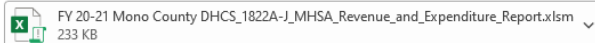
Jessica Workman

To [DHCS.MHSA@DHCS](mailto:DHCS.MHSA@DHCS)  
Cc [Amanda Greenberg](#); [Robin Roberts](#)



Fri 1/14/2022 1:07 PM

**Follow up.** Start by Monday, January 17, 2022. Due by Monday, January 17, 2022.



Hello,

Attached is the FY 20-21 ARER and certification for Mono County.

Please let me know if you have any questions and thank you for accommodating the template submission.

Thank you,  
Jessica

Jessica Workman  
Accountant  
Mono County Behavioral Health  
P.O. Box 2619  
Mammoth Lakes, CA 93546  
760-924-1742



MCBH also participated in its first Triennial MHSA Program Review and submitted its Plan of Correction as instructed and the plan was subsequently accepted. Please see screen shots below. The Findings Report and Plan of Correction are also posted here: <https://www.monocounty.ca.gov/behavioral-health/page/mental-health-services-act-quality-improvement>

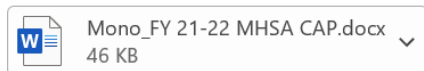
## Mono County MHSA POC



Amanda Greenberg  
To: [MHSA@dhcs.ca.gov](mailto:MHSA@dhcs.ca.gov)



12/8/2021



Good morning,

Please find Mono County's MHSA Plan of Correction attached. Please don't hesitate to let us know if any of the responses need to be amended or clarified.

Take care,

Amanda Greenberg, MPH

Pronouns: she/her

Program Manager

Mono County Behavioral Health

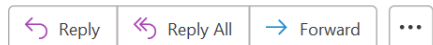
760-924-1754

[www.monocounty.ca.gov/behavioral-health](http://www.monocounty.ca.gov/behavioral-health)

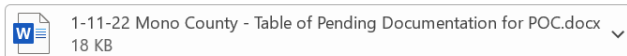
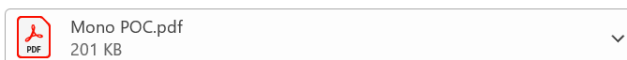
## Mono County MHSA Plan of Correction Status and Pending Documentation



DHCS MHSA@DHCS <[MHSA@dhcs.ca.gov](mailto:MHSA@dhcs.ca.gov)>  
To: Amanda Greenberg  
Cc: Robin Roberts; DHCS MHSA@DHCS



Wed 1/12/2022 8:20 AM



### [EXTERNAL EMAIL]

To: Ms. Greenberg,

The Department of Health Care Services (DHCS) is pleased to inform you that Mono County's submitted Mental Health Services Act (MHSA) Plan of Correction (POC) has been received and accepted. The POC is attached to this email as reference.

We request that you submit all documents of corrective actions taken as stated in your POC (i.e., policy and procedures, training materials, sign-in sheets, etc.) as evidence; by completion or the due dates indicated in the POC. Also attached is a table that outlines the pending documentation for the Findings and Suggested Improvements that would satisfy the corrective action steps indicated on the county's POC.

Please submit the required documentation to DHCS at [MHSA@dhcs.ca.gov](mailto:MHSA@dhcs.ca.gov) by the indicated due dates and be aware of future due dates noted on the attached table. DHCS is required to post on its Internet website the County's POC per Welfare and Institutions Code Section 5897(e). When available, the posted copy can be accessed [here](#).

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## APPENDIX F: BEHAVIORAL HEALTH PROGRAM MANAGER JOB DESCRIPTION (INCLUDES MHSA DUTIES)

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**MONO COUNTY**

**3/9/20**

**BARGAINING UNIT: MCPE**

**SALARY RANGE: 82**

**Date Revised**

**FLSA: Exempt**

### **BEHAVIORAL HEALTH PROGRAM MANAGER**

#### **DEFINITION**

Under general direction, plans, organizes, coordinates, conducts and evaluates one or more behavioral health programs through a multidisciplinary team approach. This is a diverse and multi-faceted position that includes elements of such positions as evaluation specialist, data analyst, policy analyst, grant writer, and researcher. Responsibilities include, at a minimum, completing or overseeing the following tasks: conducting an annual mental health community needs assessment, composing the MHSA Three-Year Plan and Annual Updates, developing program evaluations, and working with stakeholders to develop new programs based upon community needs. Additionally, this position is responsible for the development and the coordination of MHSA permanent residence programs for individuals with mental illnesses and perform related duties as assigned.

#### **DISTINGUISHING CHARACTERISTICS**

Incumbents in this class manage large, complex programs, and may supervise subordinate staff.

#### **REPORTS TO**

Behavioral Health Director or designee

#### **CLASSIFICATIONS DIRECTLY SUPERVISED**

May directly supervise staff or provide lead direction as assigned

#### **EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

Duties may include but are not limited to the following:

Plans, organizes, conducts and evaluates one or more behavioral health program

Serves as a member of the Behavioral Health administrative team in setting Department goals and objectives

Develops and/or adapts behavioral health programs that comply with the requirements of the Department of Health Care Services (DHCS), the Mental Health Services Oversight and Accountability Commission (MHSOAC), and other granting agencies

Prepares appropriate reports for the above-listed agencies

Assesses community health needs through annual stakeholder processes to direct program services

Coordinates any necessary committees in the program area using a multidisciplinary team approach

Represents the Behavioral Health Department on committees as necessary  
Advocates with leadership groups and elected leaders for the advancement of behavioral health policy and to increase awareness of the Behavioral Health Department's programs  
Assist in program budget development and management  
Identifies, plans and directs staff in-service training and education, as required  
Supervision of subordinate staff and contractors

#### **TYPICAL PHYSICAL REQUIREMENTS**

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

#### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office environment; frequent contact with staff.

#### **DESIRABLE QUALIFICATIONS**

Knowledge of:

- The principles and practices of behavioral health administration and service provision.
- Specifics of assigned program area.
- Program planning and development.
- Health education methods and materials.
- Principles and practices of public relations and group dynamics.
- Community agencies and resources.
- Funding sources, program evaluation, and fiscal management.
- Principles of employee supervision and personnel practices.

Ability and willingness to:

- Understand, interpret and apply pertinent federal, state, and local laws, regulation, and standards
- Plan, coordinate, and implement assigned behavioral health public relations and education programs
- Apply the principles and techniques of community organization.
- Coordinate activities and secure support of diverse community groups.
- Conduct research on programs and other subjects as needed
- Facilitate meetings and coordinate public events
- Compile, organize, analyze, and interpret data
- Stay current with technical information related to the program.
- Speak effectively to diverse audiences of professionals and the public.
- Develop and deliver training for professional staff.
- Prepare reports, program policies, and procedures.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative working relationships.
- Use computers.
- Maintain confidentiality.

#### **Training and Experience:**

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

- Experience in Behavioral Health or Public Administration is highly desirable.
- Possession of a Bachelor's degree in a related field.
- Post-graduate coursework in Behavioral Health, Public Health, Public Administration, or a related field.

DRAFT



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## APPENDIX G: COMMUNITY PROGRAM PLANNING PROCESS & LOCAL REVIEW PROCESS ADVERTISEMENTS

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Facebook:



The image shows a Facebook post from Mono County Behavioral Health. The post includes the organization's profile picture, name, and publication information. The main text of the post asks for community feedback on mental health priorities. Below the text is a large green graphic with the SurveyMonkey logo and a laptop displaying a survey interface. The graphic also includes the text 'SURVEYMONKEY.COM' and 'Mono County Behavioral Health Community Program Planning Survey 2022'.

**Mono County Behavioral Health**  
Published by Mono Cbh · February 8 at 2:44 PM · 🌐

We want to hear from YOU!

Mono County Behavioral Health is asking for the community's help in identifying mental health priorities as part of our Community Program Planning Process (CPPP) in 2022. Your feedback will help shape the programs that we offer in our community. Thank you in advance for taking a few minutes to complete the following questionnaire.

**SurveyMonkey**

SURVEYMONKEY.COM

**Mono County Behavioral Health Community Program Planning Survey 2022**

Email sent Feb. 2, 2022:

### Other Updates

#### **Community Program Planning Process Survey**

Give us your feedback! How are we doing? What other programs would you like to see? Where should our focus be? Now is your chance, by filling out our CPPP Survey. Click [here](#) to take the survey (approx. 10 minutes).



Posting on MHP website:

MONO COUNTY  
*California's Eastern Sierra*

RESIDENTS BUSINESS VISITORS GOVERNMENT

Information  
Online Payments  
Contact Information

Robin Roberts, MFT  
Director

Mono County Civic Center  
1290 Tavern Road  
P.O. Box 2619  
Mammoth Lakes, CA  
93546

p. (760) 924-1740  
f. (760) 924-1741

Supervisors on June 15, 2021.

### Opportunity for Public Comment

MCBH is pleased to present its 2022-2023 Annual Update, which provides a progress report of MHSA activities for the 2021-2022 fiscal year and an overview of current or proposed MHSA programs planned and/or underway for the 2022-2023 fiscal year. This report will also provide you with specific data and information about our PEI and our Innovation programs.

On May 6, 2022, Mono County Behavioral Health (MCBH) posted a draft of its Mental Health Services Act (MHSA) FY 2022-2023 Annual Update. Available at the following link:

MHSA FY 22/23 Annual Update (Draft for Public Comment)

Members of the community are invited to review the plan and submit comments by emailing Amanda Greenberg at [agreenberg@mono.ca.gov](mailto:agreenberg@mono.ca.gov), calling 760-924-1740 or by attending a public meeting on June 6 at 3 pm via Zoom:

<https://monocounty.zoom.us/j/7609241729>

Call in: +1 669 900 6833

Meeting ID: 760 924 1729

monocounty.ca.gov/sites/default/files/filefield\_paths/mono\_mhsa\_fy\_22-23\_annual\_update\_draft\_for\_public\_comment.pdf

Mono MSHA FY 17-20 Three Year Plan\_Semi-Final

1 / 110 | 90%

MONO COUNTY  
BEHAVIORAL HEALTH  
Supporting You On Your Path  
Apoyandote En Tu Camino

Mono County Behavioral Health  
Mental Health Services Act (MHSA)  
FY 2022-2023 Annual Update  
Draft for Public Comment Posted May 6, 2022

Including the following Supplemental Reports:



Press release on County website:

The screenshot shows a web browser displaying the Mono County website. The URL is [monocounty.ca.gov/behavioral-health/page/public-comment-sought-mhsa-fy-2022-2023-annual-update](https://monocounty.ca.gov/behavioral-health/page/public-comment-sought-mhsa-fy-2022-2023-annual-update). The page features a dark green header with the Mono County logo and navigation links for RESIDENTS, BUSINESS, VISITORS, and GOVERNMENT. A sidebar on the left lists various services and programs. The main content area is titled "Public Comment Sought for MHS FY 2022-2023 Annual Update" and includes a graphic with the heading "Public Input Sought" and a list of instructions for community members. The text on the page explains that a draft of the Mental Health Services Act (MHS) FY 2022-2023 Annual Update was posted on May 6, 2022, and invites community members to provide input through email, a public meeting, or Zoom. Contact information for Amanda Greenberg and a Zoom link are provided.

**MONO COUNTY**  
*California's Eastern Sierra*

RESIDENTS BUSINESS VISITORS GOVERNMENT

Servicios en Español  
+ Wellness Centers and Community Programming  
Community Events  
Quality Improvement  
MHSA  
Resources  
Cultural Humility  
+ Court-Mandated Services

## Public Comment Sought for MHS FY 2022-2023 Annual Update

*Public Input Sought*

**Mental Health Services Act Annual Update**

Mono County Behavioral Health invites community members to:

- 1 Access the plan at: [www.monocounty.ca.gov/MHSA](https://www.monocounty.ca.gov/MHSA)
- 2 Send comments via email to: [mrose@mono.ca.gov](mailto:mrose@mono.ca.gov)
- 3 Share input at a public hearing: June 6 at 3:00 p.m.  
Via Zoom: <https://monocounty.zoom.us/j/7609241729>

On May 6, 2022, Mono County Behavioral Health (MCBH) posted a draft of its Mental Health Services Act (MHS) FY 2022-2023 Annual Update. Members of the community are invited to review the plan and submit comments by emailing Amanda Greenberg at [agreenberg@mono.ca.gov](mailto:agreenberg@mono.ca.gov), calling 760-924-1740 or by attending a public meeting on June 6 at 3 pm via Zoom:

<https://monocounty.zoom.us/j/7609241729>

Call in: +1 669 900 6833

Meeting ID: 760 924 1729

**The MHS FY 2022-2023 Annual Update can be found by visiting [monocounty.ca.gov/mhsa](https://monocounty.ca.gov/mhsa).**

Our Mental Health Services Act (MHS) Annual Update is

65°F Mostly sunny 4:06 PM 5/6/2022

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## APPENDIX H: WINTER 2021-2022 CPPP SURVEY RESULTS

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There were a total of **68 survey participants**  
**3 were staff members**  
**65 were non-staff**

100% did the survey in English  
0% did the survey in Spanish

**Most survey participants were:**

13% of survey participants are clients or family of clients of MCBH (former or current).  
47% are community members  
10% participate in MCBH community programs  
4% are MCBH Staff

**Location of Survey participants:**

North County (18%) (Topaz (4%), Walker (4%), Bridgeport (10%))  
Central County (June Lake) (1%)  
South County (47%) (Mammoth Lakes (38%), Crowley Lake (9%))  
East County (4%) (Benton (3%), Chalfant (1%))  
Out of Mono County (6%)  
Unanswered/ Prefer not to answer (24%)

**Age of Survey participants:**

Under 15 years old (3%)  
16-25 years old (0%)  
26-40 years old (13%)  
41-59 years old (6%)  
Older than 60 years old (4%)  
Unanswered/ Prefer not to answer (74%)

**Military Status of our survey participants:**

Never served (49%)  
Previously served in the US military (3%)  
Unanswered/ Prefer not to answer (48%)

**Gender Identity of our survey participants:**

Female (40%)  
Male (7%)  
Genderqueer / Gender non-conforming (2%)  
Unanswered/ Prefer not to answer (51%)

**Sexual Orientation of our survey participants:**

Heterosexual or straight (41%)  
Bisexual (3%)  
Gay or lesbian (1%)  
Queer (2%)  
Unanswered/ Prefer not to answer (53%)

**Racial / Ethnic makeup of our survey participants:**

White / Caucasian (40%)  
Hispanic / Latino (1%)  
Mexican / Mexican-American / Chicano (1%)  
American Indian or Alaska Native (6%)  
Native Hawaiian or Other Pacific Islander (1%)  
Unanswered/ Prefer not to answer (51%)

**The top 3 issues in our community related to mental health**

- Finding housing (37%)
- Finding access to MH providers (34%)
- Drugs or alcohol (28%)

**The top 3 issues for individuals (self) related to mental health**

- Finding access to MH providers (29%)
- Feeling a lack of social support or isolation (25%)
- Cost of services (19%)

**The top 3 issues for youth (0-15) related to mental health**

- Feeling a lack of social support or isolation (27%)
- Family relationships (23%)
- Experiencing bullying (23%)

**The top 3 issues for transition aged youth (16-25) related to mental health**

- Finding access to MH providers (29%)
- Finding housing (29%)
- Drugs or alcohol (23%)

**The top 3 issues for adults (26-59) related to mental health**

- Finding access to MH providers (11.8%)
- Knowledge of MH Issues (10.7%)
- Securing stable employment (10%)

**The top 3 issues for older adults (60+) related to mental health**

- Feeling a lack of social support or isolation (44%)
- Finding access to MH providers (38%)
- Cost of services (21%)

**The top 3 strategies to promote mental health**

- Increase awareness of MH programs (35%)
- When possible, meet basic needs like housing, rental assistance, food assistance (35%)
- Increase community engagement in MH related activities and programs in the community (31%)

**ALL Top 3 issues questions, combined:**

- Finding access to MH providers (~23%)
- Feeling a lack of social support or isolation (~20%)
- Drugs or alcohol (15%)

Among survey participants who are aged 60 years or older:

- **Top issues related to their own (self) mental health**
  - Feeling a lack of social support or isolation (29%)
  - Finding access to mental health providers (21%)
  - Family relationships (14%)
  - Cost of services (14%)
- **Top Strategies to promote mental health**
  - Increase awareness of mental health programs and services (50%)
  - Provide mobile county-wide response for people having a mental health crisis/feeling suicidal (36%)
  - Where possible, meet basic needs like housing, rental assistance, food assistance (36%)

Among survey participants who identified as gay, lesbian, bisexual, questioning/unsure, or queer:

- **Top issues related to their own (self) mental health**
  - Experiencing stigma or prejudice (29%)
  - Feeling a lack of social support and isolation (29%)
- **Top strategies for promoting mental health:**
  - Increase awareness of MH programs & services (71%)
  - Community wellness/outreach programming like socials, school programs, yoga, and support groups (43%)

Among survey participants who identified as American Indian:

- **Top issues related to their own (self) mental health or mental health issues in the community**
  - Experiencing stigma or prejudice (75%)
  - Drugs or alcohol (75%)
- **Top strategies for promoting mental health**
  - Increasing awareness of MH programs and services (75%)
  - Educate the public on mental health conditions (75%)
  - When possible, meet basic needs like housing, rental and food assistance (75%)

Among survey participants who identified as Latinx, Hispanic, Mexican-American, or Chicano

- **Top issues related to their own (self) mental health or mental health issues in the community**
  - Feeling a lack of purpose/meaning (67%)
  - Finding housing (67%)
- **Top strategies for promoting mental health**
  - Increasing awareness of MH programs and services (100%)
  - Educate the public on mental health conditions (67%)

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## APPENDIX I: MID-YEAR REVISION LOCAL REVIEW PROCESS NOTICE & ADVERTISEMENTS

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\*\*To be completed following public comment period

DRAFT



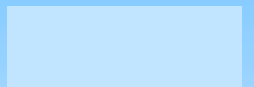
**MENTAL HEALTH  
SERVICES ACT  
FY 22-23  
ANNUAL UPDATE**

**MID-YEAR REVISION WITH  
NEW INNOVATION PLAN**



# **SEMI-STATEWIDE ELECTRONIC HEALTH RECORD INNOVATION FUNDING**

PRESENTED BY MONO COUNTY



## What is INN Funding?

- According to the DHCS website, the MHSAs Innovation (INN) component funds projects designed to test time-limited new or changing mental health practices that have not yet been demonstrated as effective.
- The purpose of the INN component is to infuse new, effective mental health approaches into the mental health system, both for the originating county and throughout California. These projects may focus on increasing access to underserved groups, increasing the quality of services including measurable outcomes, promoting interagency and community collaboration, or increasing access to mental health services. ([MHSA Components \(ca.gov\)](#)).
- This funding also requires approval by the State MHSOAC (Mental Health Services Oversight and Accountability Commission) prior to the expenditure of funds and after local county INN project review and approval.

## What is the EHR INN Project?

- The goal of the Electronic Health Record Multi-County Innovation Project is to support our collective work implementing a Semi-Statewide Enterprise Health Record (EHR).
- CalMHSA, on behalf of participating counties who have identified INN as a source of funds for this EHR project, is submitting the INN project plan for approval by the MHSOAC. Upon approval, CalMHSA will serve as the Administrative Entity and INN Project Manager.
- Our Semi-Statewide EHR project is developing a customized solution to meet the specific complex business needs of the California Behavioral Health system which functions as both a provider of specialty clinical care and a managed care plan.

# Semi-Statewide EHR Project Overview

## **WHY** Create an Enterprise Solution:

No known EHR supports all County Plan responsibilities: Managed Care Plan, Care Provider, Data Aggregator, Safety Net Provider, etc.

## **Economies of Scale & Collective Activism:**

Counties working together allows us to pool our resources to engage national experts to design the optimal record. This reduces waste, mitigates risk and improves outcomes.

## **Leverage CalAIM:**

Implement an integrated EHR to meet the new CalAIM standards using human-centered design principles, reducing documentation burden, increasing usability, staff satisfaction and retention.

## **Data Accessibility and Interoperability:**

Simplify data collection to occur naturally during existing workflows. Develop standard reporting that allows for inter-county comparisons and shared learning.





W orkforce



Hum ans  
needing care



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Change is  
essential

The goal this innovation project is to reduce the documentation burden by 30% , this will increase staff's ability to serve the community

# RAND Evaluation Criteria

Rand will evaluate the effectiveness of the innovation project.

- Evaluation points include:
  - System Usefulness
  - Information Quality
  - Interface Quality
  - Overall EHR Impact
  - Task-Specific Impact (Chart Review, Documentation, Assessment, Ordering, Scheduling/Referrals, Reporting/Analysis, and Communication)
  - Improved Workflows
  - Likelihood to Recommend



Additional questions can  
be directed to:  
[agreenberg@mono.ca.gov](mailto:agreenberg@mono.ca.gov)

**THANKYOU**