

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU) is entered into by and between: The Mammoth Unified School District (MUSD), Mono County Office of Education (MCOE), and Mammoth Hospital (MH) regarding Shared Access and Cost Sharing for the FLOCK System.

Purpose

This Memorandum of Understanding (MOU) establishes the terms and conditions for shared access to and cost-sharing of the FLOCK system, a security and monitoring platform, specifically the Raven and Falcon. MUSD will manage the FLOCK system on behalf of all participating entities (MUSD, MCOE, and MH) to ensure operational efficiency and equitable access.

Responsibilities of the Parties

1. MUSD will:
 - Serve as the primary manager and administrator of the FLOCK system.
 - Provide access credentials and training for authorized users from MCOE and MH.
 - Ensure system maintenance, updates, and functionality.
 - Act as the fiscal agent for invoicing and cost allocation.
2. MCOE and MH shall:
 - Identify authorized personnel requiring access to the FLOCK system. See Appendix A
 - Share data responsibly and adhere to privacy and security protocols.
 - Ensure compliance with relevant policies regarding shared data use.
 - Provide timely payments to MUSD as per the agreed cost-sharing model.

Cost-Sharing Agreement

1. The total cost of the FLOCK system, including implementation, will be equitably divided among the participating entities based on proportional use and agreement.
2. Cost breakdown, Renewal in May of each calendar year
 - a. FY24/25:

Entity	Falcon	Raven	Total Cost
MUSD	\$3,316.67	\$6,000.00	\$9,316.67
MCOE	\$3,316.67	\$3,000.00	\$6,316.67
Mammoth Hospital	\$3,316.67	\$3,000.00	\$6,316.67

MUSD paid the full amount in FY24/25 and did not invoice due to unforeseen delays

- b. FY25/26

Entity	Falcon	Raven	Total Cost
MUSD	\$3,000.00	\$6,000.00	\$9,000.00
MCOE	\$3,000.00	\$3,000.00	\$6,000.00
Mammoth Hospital	\$3,000.00	\$3,000.00	\$6,000.00

- c. FY26/27

Entity	Falcon	Raven	Total Cost
MUSD	\$3,000.00	\$4,000.00	\$7,000.00
MCOE	\$3,000.00	\$4,000.00	\$7,000.00

Entity	Falcon	Raven	Total Cost
Mammoth Hospital	\$3,000.00	\$4,000.00	\$7,000.00

- MUSD will invoice each entity annually, with payments due within 30 days of receipt. See Appendix B for Future Invoices given the missed Invoice in FY24/25. Assumed 50% refund to MUSD over the two out years.

Access and Data Sharing

- Access to the FLOCK system will be limited to authorized personnel designated by each participating entity.
- Each entity agrees to:
 - Use the system solely for approved purposes.
 - Protect sensitive data and adhere to applicable privacy laws.
 - Notify MUSD of any issues or breaches related to system access.

Duration and Termination

- This MOU will take effect on April 15, 2026 and remain in effect for the period through May 2028.
- Any party may withdraw from the agreement by providing 90 days' written notice. Withdrawal will not absolve the withdrawing entity of its financial obligations incurred prior to the effective termination date.

No Binding Arbitration

- Nothing in this MOU shall be interpreted to require binding arbitration of any dispute arising under or related to this agreement. All parties retain their full rights to seek legal remedies in a court of competent jurisdiction.

Governing Law and Venue

- This agreement shall be governed by the laws of the State of California.

Insurance Requirements

Each party shall obtain, pay for and maintain in effect during the Term of this Agreement or Date(s) of Service(s), the following policies of insurance issued by an insurance company rated not less than "AVI" in A.M. Best's Insurance Rating Guide:

- Commercial General Liability insurance (including contractual, products and completed operations coverage, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence;
- Commercial Automobile Liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence;
- Professional Liability insurance (also known as "Errors and Omissions" insurance) with a limit of liability of not less than \$1,000,000 per occurrence;
- Worker's Compensation and State Disability insurance as required under law.

Each party shall, upon request, furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of

Appendix B

Annual Invoicing

FY24/25:

Entity	Falcon	Raven	Total Cost	Invoiced Amount
MUSD	\$3,316.67	\$6,000.00	\$9,316.67	\$21,950.00
MCOE	\$3,316.67	\$3,000.00	\$6,316.67	\$0.00
Mammoth Hospital	\$3,316.67	\$3,000.00	\$6,316.67	\$0.00

- MUSD takes on cost from community partner dropping out

FY25/26

Entity	Falcon	Raven	Total Cost	Invoiced Amount
MUSD	\$3,000.00	\$6,000.00	\$9,000.00	\$2,683.34
MCOE	\$3,000.00	\$3,000.00	\$6,000.00	\$9,158.33
Mammoth Hospital	\$3,000.00	\$3,000.00	\$6,000.00	\$9,158.33

- MUSD takes on cost from community partner dropping out

FY26/27

Entity	Falcon	Raven	Total Cost	Invoiced Amount
MUSD	\$3,000.00	\$4,000.00	\$7,000.00	\$683.34
MCOE	\$3,000.00	\$4,000.00	\$7,000.00	\$10,158.33
Mammoth Hospital	\$3,000.00	\$4,000.00	\$7,000.00	\$10,158.33

- All partners share the cost from community partner dropping out

Summary of Three Years:

Entity	24/25	25/26	26/27	Total	% of Total Cost
MUSD	\$21,950.00	\$2,683.34	\$683.34	\$25,316.68	39.59%
MCOE	\$0.00	\$9,158.33	\$10,158.33	\$19,316.66	30.21%
MH	\$0.00	\$9,158.33	\$10,158.33	\$19,316.66	30.21%

cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.

Mutual Indemnification

1. Each Party to this Memorandum of Understanding ("MOU") agrees to be responsible for its own acts, omissions, or negligence, and the results thereof, to the extent authorized by law, and shall not be responsible for the acts, omissions, or negligence of the other Party.
2. To the extent permitted by law, each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party, its governing board, officers, employees, agents, and volunteers (collectively, the "Indemnified Party") from and against any and all claims, demands, damages, losses, liabilities, or expenses (including reasonable attorneys' fees) caused by or arising out of any negligent or wrongful act, error, or omission of the Indemnifying Party in the performance of this MOU.
3. Nothing in this MOU shall be construed to waive any immunities or limitations of liability that either Party may have under applicable law, including but not limited to the California Tort Claims Act (Government Code § 810 et seq.).
4. This indemnification provision shall survive the termination or expiration of this MOU.

Amendments

This MOU may be amended with the written consent of all participating entities.

Signatures

By signing below, each entity agrees to the terms and conditions outlined in this MOU.

Mono County Office of Education

Signature: Tammy Bennett Nguyen

Name/Title: Tammy Nguyen / Superintendent

Date: 04/19/2026

Mammoth Hospital

Signature: Melanie Van Winkle

Name/Title: Melanie Van Winkle / Interim CEO

Date: 4/20/2026

Mammoth Unified School District

Signature: Annie Rinaldi

Name/Title: Annie Rinaldi / Superintendent

Date: 4/22/2026

Appendix A

Authorized Users

Agency: Mammoth Hospital

First Name	Last Name	Title/Position	Email	Phone
Melanie	Van Winkle	Chief Executive Officer	melanie.vanwinkle@mammothhospital.com	[REDACTED]
Mark	Lind	Chief Operating Officer	mark.lind@mammothhospital.com	[REDACTED]
Steve	Kirtland	Chief Medical Officer	steve.kirtland@mammothhospital.com	[REDACTED]
Caitlin	Crunk	Chief Nursing Officer	caitlin.crunk@mammothhospital.com	[REDACTED]
Zack	Brown	Chief Ambulatory Services Officer	zachary.brown@mammothhospital.com	[REDACTED]

Authorizing Agent:
Alasdair Simonds

IT Director

Full Name (print)

Title/Position

Signature Alasdair Simonds

Date 5/7/2026

Appendix A
Authorized Users

Agency: Mammoth Unified School District

First Name	Last Name	Title/Position	Email	Phone

Authorizing Agent:

Full Name (print)

Title/Position

Signature

Date

Appendix A
Authorized Users

Agency: Mono County Office of Education

First Name	Last Name	Title/Position	Email	Phone
Tammy	Nguyen	Superintendent	tnguyen@monocoe.org	760-934-0031
Didi	Tergesen	Admin. Assistant	dtergesen@monocoe.org	760-934-0031
Ken	Miller	IT Director	kmiller@monocoe.org	760-934-0031

Authorizing Agent:
Tammy Nguyen
Full Name (print)
Tammy Bennett Nguyen
Signature

Superintendent
Title/Position
4/19/2026
Date