

# Agenda



## County of Inyo Board of Supervisors

Board of Supervisors Room  
County Administrative Center  
224 North Edwards  
Independence, California

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

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**Public Notices:** (1) 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) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

**Note:** Historically the Board does break for lunch; the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

**April 3, 2018**

**8:30 a.m. 1. PUBLIC COMMENT**

### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – County of Inyo v. Los Angeles Department of Water and Power, Inyo County Superior Court Case No. SICVCV 18-61899.**
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – County of Inyo v. Los Angeles Department of Water and Power, Inyo County Superior Court Case No. SICVCV 18-62064 (Eminent Domain – Independence); Case No. SICVCV 18-62065 (Eminent Domain – Lone Pine); and Case No. 18-62067 (Eminent Domain – Bishop).**
4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – Los Angeles Department of Water and Power v. County of Inyo, Inyo County Superior Court Case No. SICVCV 18-62052.**
5. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9 (one case).
6. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6] –** Employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: County Administrative Officer Kevin Carunchio, Assistant County Administrator Rick Benson, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.

**OPEN SESSION** (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

**10:00 a.m. PLEDGE OF ALLEGIANCE**

7. **REPORT ON CLOSED SESSION**
8. **PUBLIC COMMENT**
9. **COUNTY DEPARTMENT REPORTS (Reports limited to two minutes)**

10. **INTRODUCTION** – New employee Catherine Grisham, HHS Addictions Supervisor, will be introduced to the Board.

**CONSENT AGENDA** (Approval recommended by the County Administrator)

**HEALTH AND HUMAN SERVICES**

11. **Behavioral Health** – Request Board approve the Mental Health Services Act (MHSA) Integrated Three Year Plan (Fiscal Year 2017-2018 – Fiscal Year 2019-2020) in order to access funds under the approved MHSA Agreement, and authorize the HHS Deputy Director Behavioral Health Division to sign as the Mental Health Director.

**PUBLIC WORKS**

12. Request Board approve the plans and specifications for the Progress House Flooring Project and authorize the Public Works Director to advertise and bid the project.

**DEPARTMENTAL** (To be considered at the Board's convenience)

13. **COUNTY ADMINISTRATOR – Parks & Recreation** – Request Board receive a presentation regarding a proposal to dedicate a portion of Independence Creek Campground as a star-gazing area and approve the plan in concept.
14. **WATER DEPARTMENT** – Request Board provide direction to the County's Inyo-Los Angeles Standing Committee representatives for the Standing Committee meeting scheduled for April 9, 2018 at the John Ferraro Building, Board Room 1555-H, 111 N. Hope St., Los Angeles, CA.
15. **PUBLIC WORKS** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician I/II position exists in Public Works/Road Department budgets, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Office Technician I at Range 55 (\$3,150 - \$3,830) or Office Technician II at Range 59 (\$3,457 - \$4,201), depending on qualifications.
16. **HEALTH AND HUMAN SERVICES – Behavioral Health** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician III position exists in the Behavioral Health Budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) as there are internal candidates meeting qualifications for the position, an internal recruitment would be appropriate; and C) approve the hiring of one (1) Office Technician III at Range 63 (\$3,716 - \$4,522).
17. **HEALTH AND HUMAN SERVICES – Behavioral Health** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Addictions Counselor I, II, or III position exists in various Non-General Fund HHS budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) whereas it is unlikely the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be more appropriate to ensure qualified applicants apply for the specialized position; and C) approve the hiring of one (1) Addictions Counselor I at Range 57 (\$3,297 - \$4,006), Addictions Counselor II at Range 60 (\$3,541 - \$4,301) or Addictions Counselor III at Range 64 (\$3,886 - \$4,723).
18. **HEALTH AND HUMAN SERVICES** – Request Board ratify and approve Amendment A01 to the Standard Agreement No. 16-10337 between the County of Inyo and California Department of Public Health, AIDS Drug Assistance Program, Office of AIDS to continue Inyo County HHS/Public Health as an enrollment site, for the period of July 1, 2016 through June 30, 2020 and authorize the HHS Director to sign the Standard Agreement Amendment, the Contractor Certification CCC 04-2017 and the Darfur Contracting Act Form.
19. **COUNTY ADMINISTRATOR – Recycling and Waste Management** – Request Board waive all gate and disposal fees associated with the Tire Amnesty events to be conducted in late April.
20. **COUNTY ADMINISTRATOR – Personnel** – Request Board approve Amendment No. 3 to the agreement between the County of Inyo and Susanne Rizo for personal services as a County Officer effective April 5, 2018, and authorize the Chairperson to sign.

21. **CLERK OF THE BOARD** – Request Board approve the minutes of the regular Board of Supervisors meeting of March 13, 2018 and March 20, 2018.

**TIMED ITEMS** (Items will not be considered before scheduled time but may be considered any time after the scheduled time)

- 11 a.m. 22. **COUNTY ADMINISTRATOR – Parks & Recreation** – Request Board: A) introduce, read title, and waive further reading of a proposed ordinance titled, “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Sections 12.16.180, 12.18.010, 12.18.020, 12.18.030 and 12.18.150 of the Inyo County Code, Pertaining to the Use of County Campgrounds;” and B) conduct a public hearing regarding said ordinance and set enactment for 11 a.m. April 10, 2018.
- 11 a.m. 23. **PLANNING/COUNTY COUNSEL** – Request Board: A) introduce, read title, and waive further reading of a proposed ordinance titled, “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Section 18.75.020 of the Inyo County Code, Pertaining to Temporary Political Signs;” and B) potentially enact proposed ordinance.

**Note: The agenda items listed below may be considered by the Board at any time during the meeting in the Board’s discretion, including before scheduled timed items.**

**COMMENT** (Portion of the Agenda when the Board takes comment from the public and County staff)

24. **PUBLIC COMMENT**

**BOARD MEMBER AND STAFF REPORTS**

# Agenda

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### ***ADDENDUM***

*to*

***Inyo County Board of Supervisors  
Regular Meeting  
8:30 a.m.  
April 3, 2018***

### **CORRECTION**

**Item #23 should read as follows:**

**PLANNING/COUNTY COUNSEL** – Request Board: A) introduce, read title, and waive further reading of a proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Section 18.75.020 of the Inyo County Code, Pertaining to Temporary Political Signs;" and B) conduct a public hearing on and potentially enact proposed ordinance.





**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER  11
--

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** HEALTH AND HUMAN SERVICES Behavioral Health Division

**FOR THE BOARD MEETING OF:** April 3, 2018

**SUBJECT:** Approve the Mental Health Services Act (MHSA) Three Year Plan.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve the Mental Health Services Act (MHSA) Integrated Three Year Plan (FY 17/18 – FY 19/20) in order to access funds under the approved MHSA Agreement, and authorize the HHS Deputy Director Behavioral Health Division, as the Mental Health Director, to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

As required in the Mental Health Services Act, we are providing the proposed MHSA Three Year Plan for FY 17/18 through FY 19/20. The Plan continues to be written with local stakeholder input in accordance with the MHSA component guidelines and requirements. Stakeholder input includes the strong voice of consumers and family members as well as input from community partners and other interested parties. On an ongoing basis, we seek input from consumer stakeholders at our wellness center sites as well as through consumer participation on the Behavioral Health Advisory Board. We have received general input about mental health care through a survey completed by 147 persons. We also conducted a targeted survey in southeast county and with school personnel. In addition, we gained input through key informant interviews with law enforcement, hospital partners, and other agencies. Finally, we discussed the Plan as part of the HHS leadership team. In accordance with the requirement for a 30-day comment period, we posted our plan on the County website on March 2, 2018 and disseminated the plan throughout the County. We held a public hearing on April 2, 2018 at Progress House in Bishop to conclude our public comment period. At this time, our Behavioral Health Advisory Board reviewed and approved the Plan.

The MHSA plan is comprised of the following components:

**Community Services and Supports (CSS):** Input again suggested overwhelming support for the continued use of the CSS funds for the wellness centers and for access to Progress House. Our partners in law enforcement and in the hospital setting continue to acknowledge the critical role of Progress House in assisting persons in need of crisis support and transitional living arrangements. This year, we have helped at least four persons with mental illness to transition from jail to the community safely. We have used the two wellness center sites as a way to connect persons with basic living needs to services and support. We saw 282 individuals at the wellness centers (an increase of 60% over the last three year period), including 24 persons who were homeless. Many of these persons are reticent to participate in more traditional mental health services in the clinic. We will continue to use the two wellness center sites as a central part of our strategies, both as part of ongoing services to persons with severe mental illness and as outreach to persons who are homeless or at risk of hospitalization due to their mental illness. For the last three years we have had a permanent wellness center site in Bishop. The site allows us to provide showers, laundry and cooking facilities, as well as peer-directed and staff-facilitated groups and other activities. While we remain busier at our wellness center site in Bishop, we continue to provide consistent services twice per week in Lone Pine. Our centrally located new site in Lone Pine has met our needs in this community. We provide services at the Lone Pine site or use the resources in the community to provide the same array of services and support. We continue to look for ways to

adapt outreach and services to best match the needs in the Lone Pine community. At both wellness center sites, as well as at Progress House, we have also continued our focus on building consumers' skills in the area of "peer support". We also look for ways to involve our consumers in "giving back" and making a meaningful contribution to the community. Finally, we have looked for ways to assist person with employment goals, seeing work as an important part of recovery, giving a sense of purpose. Our continued data suggests that these strategies have been successful in meeting many of the recovery needs of persons in our community with severe mental illness, as well as containing costs related to access and use of hospitalization for treatment.

**Prevention Early Intervention (PEI):**

Elder Adults: In this plan period we will continue our PEI strategies to seniors, including both the elder outreach component using a Behavioral Health RN and also continuing the Friendly Visitor program with expanded time spent in South County. The Friendly Visitor provides an informal outreach and opportunity to contact and engage the senior in conversation or in an activity on a regular basis. There is one "Friendly Visitor" assigned to South County and one to North County. Of note is the fact that we continue to see approximately 75 seniors in our outpatient services. This range of services is performed as part of the larger HHS Adult Services team in an attempt to address the varying needs of the population.

Children and Families: 1) During the last three year plan, we had added funds to assist families with younger children as part of the larger Families Intensive Response Strengthening Team (FIRST). A PEI overall goal is to identify youth who are at high risk of trauma and who may evidence early symptoms of a severe mental illness. The FIRST program is a strategy that falls in line with this goal. A braided funding for this strategy has resulted in an expanded team with a larger number of families served. We intend to continue to partially fund this strategy through PEI. 2) Although we have been challenged to do so with the retirement of our Program Chief, Pam Blackwell, we intend to continue our prevention and early intervention (PEI) strategy to families with young children using Parent Child Interactive Therapy (PCIT), an evidence-based practice. PCIT has been used in work with several Child Welfare referred families. Ms. Blackwell is returning to provide training and supervision for PCIT to our team. 3) We will be starting a new PEI strategy through support of North Star for school-based counseling and addressing issues around suicide prevention and stigma reduction. We have responded to the need voiced by schools for assistance in this area.

**Innovations (INN):** Regulations now allow for an extension of Innovations plan to five years. We first began our current Innovations strategy in 2014. In the first year of our INN plan, we chose to implement a Coordinated Care Collaborative Project and used this opportunity to take the next steps in integrating care between mental health, addiction and physical health care. We developed our partnership with the Northern Inyo Hospital Rural Health Clinic as the first step in this integration. We used a change model and process that has proven most helpful to the implementation of change strategies and the collection of outcome data to inform change. We have been applying this model in the jail setting with our re-entry coordination and work closely as a team to meet the needs of persons with mental illness who are in the jail and need assistance to re-enter the community successfully. We will develop another Innovation plan in FY19/20.

**Other Components:** FY 17/18 is the final year for use of funds set aside as the Workforce Education and Training (WET) component. We are implementing a Strengths model as part of a learning collaborative with Mono and Alpine. This is an exciting project to test a regional approach to this model. We intend to use funds for Crisis Intervention Training (CIT) and to continue to support an online training program. We have fully expended the final component of MHSA, the Capital Facilities Technical Needs (CFTN). Going forward, only the CSS and PEI components are required, although five percent of CSS funds may be allocated to WET or CFTN.

**ALTERNATIVES:**

Your Board could choose not to approve the MHSA Three Year Plan. This would prohibit our further use of these funds until an acceptable Plan that met MHSA regulations could be formulated. MHSA funds currently comprise approximately one third of all funds available for mental health services in Inyo.

**OTHER AGENCY INVOLVEMENT:**

Mental Health is under the umbrella of Behavioral Health, a division of Health and Human Services. The MHSA includes involvement of stakeholders and partners from all interested agencies involved in mental health issues.

**FINANCING:**

State MHSA funds. Funds are deposited into the MHSA trust (505306), and budgeted as revenue in the Mental Health budget (045200). MHSA expenses are tracked in the Mental Health Budget and transfers occur from the MHSA Trust into Mental Health to cover those expenditures. No County General Funds are used.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>YES</u> Date <u>3/20/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>[Signature]</u> Date <u>3/22/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>[Signature]</u> Date <u>3/22/18</u>

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)

[Signature]

Date: 3/23/18

# MHSA COUNTY FISCAL ACCOUNTABILITY CERTIFICATION<sup>1</sup>

County/City: Inyo

- Three-Year Program and Expenditure Plan
- Annual Update
- Annual Revenue and Expenditure Report

<p align="center"><b>Local Mental Health Director</b></p> <p>Name: <u>Gail Zwier, Ph.D</u></p> <p>Telephone Number: <u>760-873-6533</u></p> <p>E-mail: <u>gzwier@inyocounty.us</u></p>	<p align="center"><b>County Auditor-Controller / City Financial Officer</b></p> <p>Name: <u>Amy Shepherd</u></p> <p>Telephone Number: <u>760-878-0343</u></p> <p>E-mail: <u>AShepherd@inyocounty.us</u></p>
<p>Local Mental Health Mailing Address:</p> <p align="center"><u>162 J Grove St. Bishop, CA 93514</u></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 update/revenue and expenditure report is true and correct to the best of my knowledge.

\_\_\_\_\_  
Local Mental Health Director (PRINT)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

I hereby certify that for the fiscal year ended June 30, \_\_\_\_\_, 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, \_\_\_\_\_. I further certify that for the fiscal year ended June 30, \_\_\_\_\_, 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.

\_\_\_\_\_  
County Auditor Controller / City Financial Officer (PRINT)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

<sup>1</sup> Welfare and Institutions Code Sections 5847(b)(9) and 5899(a)  
Three-Year Program and Expenditure Plan, Annual Update, and RER Certification (07/22/2013)

# MHSA COUNTY COMPLIANCE CERTIFICATION

County: Inyo

Local Mental Health Director	Program Lead
Name: <u>Gail Zwier Ph.D</u>	Name: <u>Gail Zwier Ph.D</u>
Telephone Number: <u>760-873-6533</u>	Telephone Number: <u>760-873-6533</u>
E-mail: <u>gzwier@inyocounty.us</u>	E-mail: <u>gzwier@inyocounty.us</u>
County Mental Health Mailing Address: <u>162 J Grove St. Bishop, CA 93514</u>	

I hereby certify that I am the official responsible for the administration of county mental health services in and for said county and that the County has complied with all pertinent regulations and guidelines, laws and statutes of the Mental Health Services Act in preparing and submitting this annual update, including stakeholder participation and nonsupplantation requirements.

This 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 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 4/3/18.

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 annual update are true and correct.

Local Mental Health Director/Designee (PRINT)

Signature

Date

County: Inyo

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



# **Inyo County HHS Behavioral Health**

**Mental Health Services Act  
FY 2017/2018- 2019/2020  
Program and Expenditure Plan**

**POSTED FOR PUBLIC COMMENT  
March 2, 2018 – April, 1 2018**

The MHSA FY 17/18-19/20 Three-Year Plan and Supplement are available for public review and comment from March 2, 2018 through April 1, 2018. We welcome your feedback via phone, in person, or in writing. Comments may also be made during the Public Hearing to be held on Monday April 2, 2018.

**Public Hearing Information:**

Monday April 2, 2018, 10:00 am  
536 N. Second St. Bishop, Ca 93514

**Comments or Questions? Please Contact:**

Gail Zwier  
MHSA Three-Year Plan Feedback  
Inyo County Behavioral Health  
162 J Grove St., Bishop Ca 93514  
Phone (760) 873.6533; Fax: (760) 873.3277  
[gzwier@inyocounty.us](mailto:gzwier@inyocounty.us)

*Thank You!*

# MHSA COMMUNITY PROGRAM PLANNING

## County Demographics and Description

Inyo County contains astounding natural diversity. It includes Owens Valley and parts of Death Valley, and is located between the Sierra Nevada Mountains and the White Mountains along the California/Nevada border. Inyo County offers scenic views and multiple opportunities for outdoor sports enthusiasts in diverse landscapes. Inyo County encompasses both the lowest point in the U.S., Death Valley, and the highest point in the lower 48 states, Mount Whitney. It is the second largest county by area in California with 10,140 square miles; and, with a population of 18,546, Inyo has one of the smallest population densities in the state with only 1.8 persons per square mile. This is a fact that needs to be taken into account where there is any discussion of time/distance requirements for services. It can be termed a “frontier” county reflecting the challenges of being very isolated.

A majority of Inyo County’s population identifies as Euro-American, with a significant minority identifying as American Indian. Based on the 2010 census, 66% identify as white alone; 19% identify with Hispanic or Latino origin. Given the Hispanic population, Spanish is a threshold language for service. 13% identify as American Indian; 2% identify as Asian; and less than 1% identify as African American. 4% of people identify with 2 or more races. The federally-recognized Native American nations in Inyo County are the Bishop Paiute Tribe, Big Pine Paiute Tribe of the Owens Valley, Fort Independence Reservation, Lone Pine Paiute Shoshone Reservation, and Timbisha Shoshone Tribe. The Timbisha Shoshone Tribe, located in Death Valley National Park, is the only tribe located inside a national park in the US. The ethnic composition of Inyo County testifies to the rich heritage of Native American tribes in California and the recent history of the colonization of the Western United States. To meet the needs of the Native American population, there is a Federally Qualified Health Care facility, Toiyabe Indian Health Project, that includes mental health and addiction services as part of their family service offerings to the American Indian population in Inyo.

The composition of the Inyo population by age according to the same 2010 census is also informative to the planning process. While 5% of the population is under the age of 5 and 21% is under the age of 18; 26% of persons are over 60, with 19% over 65 and 9% over 70. This suggests a planning process with an in-depth look at the needs of older adults who are spread throughout the vast expanse of the County and as such are more vulnerable to isolation and complex challenges to access care. In addition, a “frontier” culture and an accompanying independent nature necessitated an approach that lends well to these factors.

The rural nature and location of Inyo County somewhat limits residents’ access to urban centers and to services like healthcare, especially specialized healthcare. Most residents live in the northern area of Inyo County around its main population center, Bishop, and the closest urban area to Bishop is roughly 200 miles away, a 4-hour drive. Transportation is limited to motor vehicles and minimal air service.

Another unique feature of Inyo County is the structure of land ownership. Federal agencies manage 92% of the land. The City of Los Angeles owns 3.9% of the land for the purpose of maintaining water rights. The State of California owns 2.4%, and private landowners own a

mere 1.7% of the land in Inyo County. The configuration of land ownership and management along with other factors influences the economy and restricts the development of the region.

Economic conditions in Inyo County may impose hardships on many families and individuals due to the combination of a high cost of living and limited work availability. Inyo County relies heavily on tourism and government services to support the economy. Many available jobs are in the service industry or are seasonal. It is difficult to find entry level jobs for persons with a disability. The median family income in Inyo County is slightly below the 60% marker of the median family income for California as a whole.

Inyo County also has significant strengths to address the challenges:

- There is a great opportunity for prevention and treatment strategies using the accessibility to diverse outdoor activities.
- There is both the necessity and opportunity to integrate services and work closely with partners to create cross agency systems of care.
- There are “natural helpers” who are highly committed to and invested in the community. While we struggle to attract an adequate number of professionals who want to come to this community, we have an incredible “natural resource” in the persons who are deeply connected to the community and want to raise their families here. These persons often have the necessary basic skills that can be developed into effective service provision.
- There is an opportunity for transformation of the whole system due to the small size and integrated services.

### **Community Program Planning**

The Inyo County Health and Human Services-Behavioral Health (ICHHS-BH) Community Program Planning (CPP) process for the development of the MHSA FY 2017/18-2019/20 Three-Year Plan built upon the planning process for the previous MHSA Three-Year Plan and the most recent Annual Update. This planning process was comprehensive and included input from over 200 consumers and family members, providers, and community members.

We routinely discuss and obtain input on the utilization of MHSA funds with our key stakeholders and partners in our quarterly Quality Improvement Committee (QIC) meetings, our MHSA consumer meetings, and the Behavioral Health Advisory Board. As part of our monthly Advisory Board meetings, we discuss each of the programs’ statistics and accomplishments. This is often done in narrative form. We look for opportunities to be involved in and contribute to the community by working with other programs such as Public Health and Prevention in their efforts. We also discuss ongoing challenges including capacity and staffing issues, crisis and access to hospitals and transportation, homelessness and lack of affordable housing, criminal justice involvement, use of the residential facility, and mental health awareness and stigma within the community. The CPP happens on an ongoing basis as opposed to a “one time” focus group.

We also discuss the MHSA plan as part of our HHS leadership team which includes managers and supervisors from Child Welfare, Senior programs, Employment and Eligibility, Prevention, Public Health, and HHS Administration, as well as Behavioral Health (including Substance Use Disorder services). The MHSA Three-Year Plan was also discussed in partner meetings with the local hospital, schools, and criminal justice entities.



Finally, we have an ongoing discussion with our regional partners as part of the CPP. Many of the challenges and opportunities that we face are linked to our geographic isolation as a “frontier county”. In working with Mono and Alpine, as well as with Kern as a neighboring county, we can create strategies that best meet our unique communities while staying true to the principles and goals of the Act.

With this information, we were able to review the unique needs of our community and make sure that the programs supported through MHSA funds are well designed for our county. The overall goals of MHSA are still valid and provide an excellent guide for maintaining our MHSA services in FY 2017/18 through 2019/20.

Components addressed by the planning process included Community Services and Supports (CSS); Prevention and Early Intervention (PEI); and Workforce Education and Training (WET). In addition, we provided basic education regarding mental health policy; program planning and implementation; monitoring and quality improvement; evaluation; and fiscal and budget components. Of note is the fact that it is difficult to parse out and to clearly discuss the different components of what is seen as an overall plan and system of care. This can be confusing to stakeholders. Inyo County Health and Human Services Behavioral Health Division has worked hard to transform the entire system as opposed to separating out MHSA from “business as usual”. When we attempt to address only component programs, we rely on small numbers that do not have statistical significance. We have found it to be more powerful to tell the story as a narrative and an overall system exploration and change. We will continue to look for ways to be able to discuss outcomes in a meaningful way for our community.

The MHSA FY 2017/18-2019/20 Three-Year Plan was developed and approved by the Behavioral Health Advisory Board after reviewing data on our current programs; analyzing community needs based on stakeholder input; and determining the most effective way to further meet the needs of our unserved/underserved populations. In addition, the MHSA FY 2017/18-2019/20 Three-Year Plan was shared at staff meetings and at wellness center stakeholder meetings to obtain additional input and feedback on services. All stakeholder groups are in full support of this MHSA Three-Year Plan and the strategies to maintain services.

## **Stakeholder Participation**

Several different stakeholders were involved in the CPP process and input was obtained through a variety of ways including stakeholder focus groups, surveys, key informant interviews and partner meetings. Input was obtained from clients who utilize services at the Wellness Centers, including the homeless population. The Wellness Centers are consumer-run programs where adults come together, facilitate classes, attend activities, and have a formal meeting at least once per month. Through these regularly scheduled meetings, we obtained input from clients on ideas for maintaining and enhancing our Wellness Centers in both Bishop and Lone Pine. These meetings are attended in Bishop by consumers including 3-6 consumers who are homeless, 2 consumers who are Hispanic, 2 consumers who are older adults, 2 consumers who are transition age youth, and approximately 5 other adult Caucasian consumers. In Lone Pine, the stakeholder group consists of 2 persons who are homeless and 3-5 other Caucasian adult consumers.

In addition, we used some targeted surveys and key informant interviews as part of the CPP process. Information was obtained in the following ways:

- Underserved Population in SE County: We collected 13 surveys from persons who attended a Community potluck or received an outreach visit in our South East county in July 2017. The survey results suggest that due to the limited exposure to behavioral health services, there was not a clear knowledge of the services offered. In this community, there was interest expressed in telemedicine services, training in mental health awareness and suicide prevention, and anti-bullying strategies for the schools.
- Mental Health Awareness: To receive general input regarding mental healthcare in our community, we surveyed persons who accessed Social Services, received services from the Rural Health clinic in Bishop, or who attended a school meeting focused on the Latino population. We received 147 completed surveys. The survey looked at whether persons were aware of mental health services and how to access them in our community; whether they had experienced any mental health or substance use disorder symptoms; and what barriers they experienced or concerns they had about receiving services. Approximately two thirds of the respondents were aware of the services with a quarter of the respondents saying that they had received services from Behavioral Health. Half of the respondents reported that they had not experienced any problems related to mental health symptoms while a third experienced moderate symptoms and 12 percent reported severe symptoms. A smaller number of respondents reported difficulties related to substance abuse. Finally, we asked respondents about barriers or concerns about access to services. More than one in three worried about the cost of care although the majority of respondents received Medi-Cal benefits, and this was closely followed by a concern regarding how to access care and how to convince a loved one to receive services.
- School Mental Health and Early Intervention Services: While Behavioral Health provides services in each of the schools within the county, the services focus on youth with severe emotional disturbance and their families. School partners have long expressed a need for early intervention services to fill a gap between the support that can be provided by the school counselors and those services provided by Behavioral Health. While services were provided for several years through statewide PEI funds used to support North Star Counseling Services, there was a need expressed to restructure these services and to work to increase mental health awareness and reduce stigma. Two key informant interviews occurred with the Superintendent of Schools and two interviews occurred with four school counselors. Counseling services were identified as well as the need for training around suicide prevention, LGBTQ issues, and stigma reduction. In addition to these interviews, a survey was sent to school teachers and administrators.

The CPP also included input from ongoing child and adult staff meetings in behavioral health services as well as multidisciplinary partner meetings. The multiple agencies involved with children's services includes Child Welfare, Juvenile Probation, Toiyabe Family Services, and the schools. The multiple agencies involved with adult services includes Adult Protective Services, Employment and Eligibility, Probation, Law Enforcement and the hospitals.

## LOCAL REVIEW PROCESS

### **30-Day Posting Period and Circulation Methods**

This proposed MHSA FY 2017/18-2019/20 Three-Year Plan has been posted for a 30-day public review and comment period from March 2, 2018-April 1, 2018. An electronic copy is available online on the Inyo County website (<http://www.inyocounty.us/MHSA>). Hard copies of the document are available in the Bishop Behavioral Health Clinic; Bishop Social Services office; Health and Human Services Administrative office; Health and Human Services, Lone Pine office; and at all county libraries, including the Bishop, Big Pine, Independence, Lone Pine, Furnace Creek, and Shoshone branches. In addition, a hard copy of the proposed Three-Year Plan has been distributed to all members of the Behavioral Health Advisory Board; consumer groups; staff; Wellness Centers (Bishop and Lone Pine); and partner agencies. The MHSA FY 2017/18-2019/20 Three-Year Plan is also available to stakeholders upon request.

### **Public Hearing Information**

A public hearing will be conducted on April 2, 2018 at 10:00 am at 536 N. Second St., Bishop California, 93514 as a special meeting of the Behavioral Health Advisory Board meeting.

### **Substantive Recommendations and Changes**

Input on the MHSA FY 2017/18-2019/20 Three-Year Plan will be reviewed and incorporated into the final document, as appropriate, prior to submitting to the County Board of Supervisors and the California Mental Health Services Oversight and Accountability Commission (MHSOAC).

# COMMUNITY SERVICES AND SUPPORTS

## All Ages/Populations

### **CSS Program Description and Outcomes**

The MHSA CSS System Transformation program provides services to all ages [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 strategies are part of the larger system/continuum of care. We offer a “whatever it takes” service approach in helping individuals achieve their goals. This approach has allowed us the transformative flexibility to meet the person “where they are.” Services for all populations help reduce ethnic disparities; offer peer support; and promote values-driven, evidence-based practices to address each individual’s unique needs and mental health. These services emphasize the principles of empowerment, self-determination, 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. The wellness centers are often the first “accepted door” into the system of care by persons who do not recognize that they have a mental illness. It is critical that the wellness centers are centrally-located within the community in a comfortable setting. Our bilingual workers provide targeted outreach to the Latino population both within the schools and the community settings to build trust and to offer support in the wellness center.

### **A. Wellness Centers Strategy**

This CSS Program includes comprehensive assessment services; wellness and recovery action planning; case management services; individual and group mental health services; crisis services; peer-led self-help/support groups; education and employment support; anti-stigma events; linkages to needed services; and housing support. Our Adult and Older Adult Wellness Centers (located in Bishop and Lone Pine) provide adults and older adults with necessary services and supports in a welcoming environment. Often persons who are homeless will be guided by partners or even community members to come to the wellness centers for support. In the last year, we have served 24 adults/older adults who identified as “homeless.” Several persons have reported that they had been steered to the wellness centers by the local church, law enforcement, social services, or the hospital. We have also received calls from these partners letting us know about persons they have referred to the wellness center or persons for whom they have concerns. During times of more extreme hot or cold or otherwise inclement weather, persons are especially engaged at the wellness centers. We will often extend the hours of the wellness centers through the lunch hour to make sure that persons have a cool/warm place to be. On occasion, we have linked persons to temporary shelter provided by the Salvation Army. We have also successfully provided targeted outreach to several persons and have engaged with them in the community, even if they are initially unwilling to come even to the wellness centers. Wellness center workers have patiently and persistently provided outreach over time to build trust with persons who have been very distrustful and distressed in their illness. We have become aware of persons with mental illness who have ended up incarcerated often due to a combination of mental illness and substance abuse. We have used the wellness centers as a place to connect as they re-enter the community. At times, persons also need transitional living as they re-enter the community and are able to benefit from a combination of supports to meet their needs.

We provided ongoing peer-facilitated groups at the wellness center in Bishop, including Addiction and Recovery, Journaling, Art, Nutrition, Blanket-making, and Wellness Walking. We also provide groups such as money management, smoking cessation, gardening, and dialectical behavioral therapy to persons at the wellness center facilitated by Behavioral Health staff members.

We moved to our wellness center site in Bishop in March 2016 after extensive renovations occurred at the site, including constructing an ADA bathroom and shower facility in the back house. This site has offered an opportunity to provide more extensive offerings such as a kitchen facility, and laundry facilities. This type of service has proven to be very effective in the engagement of persons who might not otherwise come to the facility. The location is within the downtown area of Bishop and is within close proximity (3-5 blocks) to our clinic, social services, Progress House (our Adult Residential facility), the city park, and four community-based organizations offering assistance. The two separate structures allow us to offer a separate space for Transition Age Youth as well as a space to provide some support services to be provided by our mental health nurses. Further, there is space for a significant garden between the two structures. Consumers participate in planting and caretaking of the garden and will in turn have the opportunity to cook with fresh vegetables, take vegetables with them, and to participate in entering vegetables at the fair as part of community inclusion. Consumers also take an active part in providing welcoming, sign in and phone support for the wellness center as well as providing help with cleaning and light maintenance. Consumers are able to earn incentive cards as well as to develop a sense of ownership and pride in the facility. A small group of consumers who choose homelessness find socialization and support at the wellness centers.

We moved to a new wellness center site in Lone Pine in late spring of 2017. The new property is a duplex in the center of the town and within walking distance to the main resources including social services, school sites, and hospital. We continue to offer cooking and showers as well as to have a slightly bigger group room capability.

Another important component of the CSS plan is in the provision of respite and transitional housing for Full Service Partners (FSPs) as needed. We continue to purchase four (4) beds at Progress House, an Adult Residential Facility. We have used these beds for persons with severe mental illness who are transitioning out of acute care, incarceration or who are homeless. We have provided transition services for four transition age youth/young adults with severe mental illness who had spent time incarcerated in our local jail and have spent time in homelessness. In addition, we have served persons who are living within the community who need a respite due to a mental health crisis. We have been able to keep persons within our community and to assist them to successfully transition back into the community through this strategy. We have provided respite services for at least 15 adults. In addition to mental illness, many of the persons served in this way have evidenced co-occurring addiction issues, may have been veterans or at least spent some time in the military, and/or may have had experienced significant adverse childhood events.

This year, we focused on work/volunteer experience to increase transition readiness. We continued to offer work experience in the provision of reception services at the wellness center sites. At least five persons participated in this work experience. We worked with our partners in the HHS Prevention programs to identify events that needed some volunteer assistance including health fairs, community runs and other community events. In addition, we looked at ways to employ peers to support improvement projects at Progress House and to accompany residents on

medical visits. We continue to look for ways to increase the effectiveness of this strategy through the implementation of recovery principles.

We are proposing to expand this strategy in the next three years through a combination of funds, including funds received under the Mental Health Block Grant (MHBG) as well as MHSA funds. We will use a social worker working out of the Employment and Eligibility division to assist with these services. The social worker will educate persons who receive social security benefits or general assistance about the opportunities to be involved in work experience. He will identify ways to assist with minimizing the impact of symptoms by helping to identify strengths, best work environments, and need for accommodation. He will also provide support for employees and education of employers. He will also make consumers aware of housing opportunities and will assist in identifying resources to aid in obtaining a stable living environment.

We also continue to offer Latino Outreach through both the wellness center sites and within the community. A contracted bilingual therapist, also employed by the schools, provides mental health services to Latino youth and their families. These youth and families may be hesitant to come into the traditional clinic especially if there are immigration issues. The therapist treats anxiety and depression related to trauma issue as well as provides family support. This year, there was an increased need expressed around youth impacted by DACA (or the Dream Act). The contracted therapist has worked to advocate for youth and to provide support services. Approximately 10 youth were served through this CSS strategy along with outreach to at least 50 additional persons.

This year, we are proposing to use a new hired Spanish-speaking Licensed Clinical Social Worker to provide additional services to Spanish-speaking women to address issues of anxiety and trauma. This service will be provided at the wellness center or other community site.

A specific strategy has been needed to address the needs of our isolated southeastern area of the County, the Death Valley area, closer to Nevada population centers than to Inyo towns. While there is a contract with a mental health provider in Pahrump, few persons are willing or able to engage in this service. A limited amount of telemedicine is also available for persons engaged in services. A strategy of using a Mental Health Nurse to outreach and engage with persons with mental illness in this part of the county has been most useful. The Nurse has provided services to several isolated older adults who live in this community as well as checking in with adults or youth and family who have been identified with mental illness. Persons often evidence co-occurring addiction issues as well as related health conditions. The Nurse also participates in a bi-monthly community potluck that serves to connect with residents effectively. The Nurse has further been trained as a certified Mental Health First Aid trainer and has scheduled to provide this training for interested persons in the community.

The CSS programs continue to provide the opportunity to change our service delivery model and build transformational programs and services. Over the past years, staff and consumers have worked together to build a community service program to give back to the community and reduce stigma. Consumers have conducted multiple food drives, assisted with relief efforts for fire victims, helped with park clean-up, visited older adults in a skilled nursing facility, volunteered for community events, and made blankets for the Hospice program. In addition, 3 to 5 consumers volunteer at the local Salvation Army and several more are involved in seasonal bell-ringing. These "stigma-busting" activities have allowed consumers to gain skills, meet new people, and cultivate a positive presence in the community.

The following represents our persons served under CSS strategies:

**FSPs Ethnicity by Age Group**

	<b>Youth (&lt;16 years)</b>	<b>TAY (16-25 years)</b>	<b>Adult (26-59 years)</b>	<b>Older Adult (&gt; 59 years)</b>	<b>Total</b>
<b>Caucasian</b>	1	5	18 (2 veterans)	11 (1 veteran)	35
<b>Native American</b>	0	0	2	0	2
<b>Latino</b>	1	3	1	0	5
<b>Total</b>	2	8	21	11	42

Average Cost per FSP = \$23, 053.. It is a combination of intensive services that might include transitional living at Progress House, participation in the Wellness Center array of services, coordination with health care needs and a variety of “whatever it takes” to address behavioral health needs.

**Unduplicated Wellness Center Visitors by Age Group**

	<b>Youth (&lt;16 years)</b>	<b>TAY (16-25 years)</b>	<b>Adult (26-59 years)</b>	<b>Older Adult (&gt; 59 years)</b>	<b>Total</b>
<b>Bishop</b>	4	33	161	56	254
<b>Lone Pine</b>	0	0	27	1	28

Number of Youth served through Latino Outreach: 15 families received counseling with an additional 50 families receiving some at least one outreach connection. The average cost is \$158.31.

Persons receiving targeted outreach and engagement in South East County (underserved population): 13 persons received ongoing outreach and engagement within their homes plus around 22 additional participants received outreach as part of the bimonthly community dinner that is attended by the Outreach Nurse. Approximate cost per person served with outreach to this isolated community is \$3,456.

**B. Families Intensive Response Strengthening Team (FIRST)**

This year, we are proposing to identify additional youth in need of full service partnership (FSP) within our FIRST program. As part of our overall ICHHS Children’s System of Care, the FIRST program employs a wraparound model in working with families with youth at risk of placement in a high level of out of home placement as well as families in need of intensive services as a means of building protective factors. This approach allowed us to include an intervention strategy for our work with “at risk” families and we are able to strengthen these families using a child/family team model. We hired a supervisor who had worked extensively in a drug court program who could lead the team encouraging home-based support. We also employ a Parent Partner, a Social worker and two HHS Specialists. We also pull in resources from the First Five program as well as other agencies to intensively support the families. As the result of this expansion, we have served families with younger children. We are continuing to look for ways to expand the successful wraparound and home-based services as we plan to more fully implement the Continuum of Care Reform. We are proposing to identify youth with emotional

disturbance as full service partners in order to provide “whatever it takes” to strengthen the family and to meet family goals.

### **Challenges and Mitigation Efforts**

This was our third full year at the Wellness Center site in Bishop. We continue to have a group of Transition Age adults, some of them who are homeless or are “couch surfing”, who access the Wellness Center. Several of these young adults have substance use disorders, often as a result of childhood trauma and abuse. A number of these persons have been incarcerated due to this substance abuse. We continue to struggle to address these persons with co-occurring mental illness and substance abuse. While often mandated by the Court to participate in counseling services, both substance abuse and mental health, these young adults may have difficulty engaging in “talk therapy”. We continue to be welcoming and try to engage the young adults in harm reduction strategies while maintaining a safe and welcoming environment for all participants. We are proposing to explore the use of a neurofeedback/ brain training intervention through a contract with a local provider. We will test the use of this strategy with a select group from this population as well as a select number of adult consumers who have evidenced severe mental illness.

Another area of continued concern is in assistance to the transition population of persons with severe mental illness from adult to older adult and the definition of “older adult” imposed on this age group (over 59). We have been successful in helping to address some of the health conditions of adults through coordinated care but now struggle to find an adequate number of appropriate living situations for adults over 60 who continue to need residential support. We work closely with partners in Aging services to access housing and other support and to problem-solve around specific needs.

### **Significant Changes from Previous Fiscal Year**

The changes that we are proposing in the CSS plan are 1) to increase the number of youth FSPs through identification from the FIRST program as well as from our Child and Family team; and 2) adding a provider of neurofeedback to test with select transition age youth and adults.

We continue to work to refine a way to evaluate our overall outcomes as a system of care as opposed to looking at each small strategy individually. We are looking at the impact of our efforts as varying partners meet around initiatives such as re-entry coordination and criminal justice for persons with mental illness; taking next steps with integrated care with our physical health care partners; looking at school mental health needs and foster youth challenges; addressing the challenges related to treating dual-diagnosis clients, especially TAY; and focusing on adults with homelessness and employment issues.



# PREVENTION AND EARLY INTERVENTION

## Prevention Programs

### PEI Prevention Program Descriptions and Outcomes

#### A. Elder Outreach Program

Our community has a large proportion of seniors. This PEI program has been helpful at identifying at-risk seniors who begin to exhibit signs of depression, prescription drug abuse, isolation, and other conditions related to the aging population. This Older Adult PEI Program has provided outreach and engagement, early mental health screening, and prevention services to older adults who had been receiving services in the community and through county resources. This program also trains agency partners to recognize the signs and symptoms of mental illness in older adults.

The Elder Outreach Program funds a mental health nurse to provide screening, referral and linkage, and support services to prevent the exacerbation of mental health conditions. The program, utilizing a Behavioral Health Nurse, offers comprehensive assessment services to those older adults at risk of developing mental health problems that may interfere with their ability to remain independent in the community. The Nurse then links these individuals to resources within the community, including County Behavioral Health services. This program offers service alternatives for older adults who have been unserved and underserved in this community. Services are voluntary and client-directed, strength-based, employ wellness and recovery principles, address both immediate and long-term needs of program members, and are delivered in a timely manner that is sensitive to the cultural needs of the population served.

The role of the Behavioral Health Nurse is first to provide the initial assessment to potential candidates for prevention services such as the Friendly Visitor Program or Healthy Ideas. A member of the Adult Services team will further involve the Behavioral Health Nurse when intervention may be warranted, especially if any suicidal ideation is noted.

The Behavioral Health Nurse collaborates closely with other agencies that provide services to this population, including In-Home Supportive Services, Adult Protective Services, Eastern Sierra Area Agency on Aging, local physicians, Public Health, nursing homes, home health agencies, and the home delivery meals program. All agencies receive training to help them recognize signs and symptoms of mental illness in older adults.

The Behavioral Health Nurse also provides services to older adults in community settings that are the natural gathering places for older adults, such as our Senior Center sites in the community sites of Bishop, Big Pine, Independence, Lone Pine, and Tecopa. Older adults who need additional services are referred to a Friendly Visitor (see below) or to Behavioral Health for ongoing treatment, as appropriate.

In the past year, outreach visits were made to 48 older adults. This results in a cost of \$567.63 per individual. This strategy again targets the more isolated parts of the county. One Native American and one Hispanic older adult have been served with the remainder being Caucasian.

PEI funding also has allowed us to provide care coordination/case management as additional support to the Older Adult PEI program.

## **B. Friendly Visitor (FV) Program**

The FV program has been implemented to provide prevention services to isolated seniors who have evidenced symptoms of depression and are living alone in the community. We have funded two part-time Program Services Assistants, one in the northern part of the county and one in the southern part of the county. The meal delivery staff identify seniors who evidence symptoms of depression and/or anxiety and who might benefit from a visitor. The visitor, who may also be a senior, develops a plan with the senior to address the depression and prevent further exacerbation of symptoms.

The program has provided services to 17 seniors at a cost of approximately \$360.18. The average initial score on the PHQ9 was 11 with a range of 4 (very mild) to 23 (very severe) with four persons falling in this category. Five participants reported daily thoughts of “being better off dead”. A majority of the participants (>75%) reported moderate to severe pain symptoms. The categories where persons reported the most daily difficulty were in “feeling tired” and “trouble with sleep”. While there continue to be difficulty in obtaining “post” PHQ9s, participants surveyed report a high degree of satisfaction with the FV and a decrease in feelings of depression.

## **Challenges and Mitigation Efforts**

We continue to struggle with having adequate nursing coverage as well as experiencing other staff turnover in Adult Social Services and the Aging program. This staffing issue makes it difficult to implement evidence-based strategies with consistency. We also continue to struggle with challenges of finding appropriate transitional housing for older adults as they begin to evidence health challenges as well as mental illness. Moving forward, we will investigate the viability of using a regional approach to address residential or other housing needs. We also continue to educate the community around the need for a community system of care solution to address this need.

## **Significant Changes from Previous Fiscal Year**

During the next three-year plan, we propose to add a prevention strategy targeted to youth. Health and Human Services Public Health and Prevention Division has provided prevention services for youth using braided funding from Substance Use Disorder funds, Tobacco Control funds, Women Infants Children (WIC) and various Child Abuse prevention services. In the last year, the Prevention team has expanded its mentoring program as well its use of outdoor programs to build protective factors. This year, we are proposing to expand the outdoor program to include youth who have been exposed to a high number of Adverse Childhood Experiences (high ACES scores). The correlation between high ACES scores and mental health symptoms and risk for substance use disorders has been well-documented. The use of this strategy will be proposed for the FY 18/19 and 19/20 updates to the MHSA PEI Plan.

# PREVENTION AND EARLY INTERVENTION

## Early Intervention Programs

### PEI Early Intervention Program Descriptions and Outcomes

#### A. Parent-Child Interaction Therapy (PCIT) Community Collaboration

Our Child and Family Program Chief had been certified to offer Parent-Child Interaction Therapy (PCIT), an evidence-based intensive parent-training program which has been found to be effective for families with aggressive, defiant, and non-compliant children; families with parents who have limited parenting skills; and families who have experienced domestic violence and/or child abuse. PCIT focuses on promoting positive parent-child relationships and interactions, while teaching parents effective parenting skills. PCIT has been shown to be an effective treatment program for children ages 2-7 years. This program has been adapted as an intervention for many different types of families (child welfare population, at-risk families, adoptive families, foster families, and other languages including Spanish).

PCIT teaches families individualized parenting skills that are developed through a process in which parents directly receive instruction through an earpiece that is linked to a therapist. The therapist, behind a one-way mirror and/or via a live camera feed, observes interactions between the parent and child, coaches the development of relationship enhancing techniques, and gives behavioral interventions for responding to difficult parent-child situations. Sessions last about one hour, occur over 18-20 weekly visits, and show very strong outcomes for both parents and children.

PCIT is a highly effective program and the families show improved outcomes because of this intensive parenting program. In addition, the children and their siblings show improved behavior (positive social interactions, following directions, reduction in acting out behavior) as a result of the program. We have served seven additional families with this intervention. The approximate cost per family served under PCIT is \$5731.

Due to the retirement of the certified trainer for PCIT in May, 2017 and the turnover of an additional therapist, we have been concerned regarding our ability to continue with a PCIT strategy. We are proposing to hire the retired annuitant in the specific role of providing PCIT training and supervision to our Child and Family staff as well as interested partners. We are also proposing to identify mobile technology for use of PCIT in community and/or home settings.

#### B. Families Intensive Response Strengthening Team (FIRST)

As part of our HHS children's system of care, the FIRST program employs a wraparound model in working with families with youth at risk of placement in a high level of out of home placement as well as families in need of intensive services as a means of building protective factors. This approach allowed us to include an intervention strategy for our work with "at risk" families and we are able to strengthen these families using a child/family team model. We hired a supervisor who had worked extensively in a drug court program who could lead the team encouraging home-based support. We also employ a Parent Partner, a Social worker and two HHS Specialists. We also pull in resources from the First Five program as well as other agencies

to intensively support the families. As the result of this expansion, we have served families with younger children. We are continuing to look for ways to expand the successful wraparound and home-based services as we plan to more fully implement the Continuum of Care Reform.

In 2016/2017, we served nine families for a total of 27 family members served. The MHSA portion of the costs was \$119,805 for an approximate cost of \$13,333 per family. Of the nine families served: one family graduated, six families continued in the program, one family withdrew and one family's child voluntarily went to a higher level of care. We have implemented pre/post assessment measures using the National 5 Protective Factors measure.

### **Challenges and Mitigation Efforts**

A continuing barrier for Inyo County is the small number of staff and the issues caused when staff vacancies occur. In a small county, all vacancies are "key" and have an impact on service delivery and strategy implementation. As proposed above, we will hire our previously certified trainer in PCIT to provide training and supervision in PCIT to interns and HHS Specialists as well as persons in the FIRST program and others from partner agencies. This will be used to mitigate the loss of the strategy due to staff turnover. In addition, we will address the need for school-based early intervention services through the support of the North Star Counseling Center. This will allow them to hire an additional intern to provide early intervention services such as one to one and group counseling as well as presentations on topics to create increased mental health awareness and decrease stigma.

### **Significant Changes from Previous Fiscal Year**

The following changes from the previous plan are proposed: 1) We will hire a retired annuitant to provide training and supervision in PCIT in order to continue this strategy within our community. 2) We will fund additional school-based services by providing funding support to North Star Counseling.

## PREVENTION AND EARLY INTERVENTION

### Suicide Prevention Programs

#### **PEI Suicide Prevention Program Description and Outcomes**

ICHHS-BH has participated in funding statewide suicide prevention efforts through CalMHSA. In addition, our Program Chief who has expertise in suicide prevention and crisis intervention has provided crisis intervention training in the County jail, the Juvenile facility and with the schools as well as providing ongoing training to staff in behavioral health.

#### **Significant Changes from Previous Fiscal Year**

In this three-year plan, we propose to provide training in the ASSIST model to school counselors and staff.

## PREVENTION AND EARLY INTERVENTION

### Outreach Programs

#### **PEI Outreach Program Description and Outcomes**

ICHHS-BH has participated in funding statewide outreach efforts through CalMHSA. In addition, we have provided four Mental Health First Aid (MHFA) classes, including one class in the southeastern part of the County to community members. We have trained an additional 35 community members in MHFA.

#### **Significant Changes from Previous Fiscal Year**

We propose to provide at least three (3) MHFA trainings per year to the community, including at least one per year in south county. Additionally, we propose to fund the North Star counseling staff to be involved in outreach efforts to students in the high schools.

## PREVENTION AND EARLY INTERVENTION

### Stigma Reduction Programs

#### **PEI Stigma Reduction Program Description and Outcomes**

ICHHS-BH has participated in funding statewide stigma reduction through CalMHSA for events such as Directing Change and Each Mind Matters. In addition, we have addressed issues of stigma through consumer participation as volunteers in community events such as health fairs, “trunk or treat” and fun runs. Additionally, Wellness Center visitors and Progress House residents have organized and participated in food drives for the local food banks. We held two kite-flying events during Mental Health Awareness month in 2017.

#### **Significant Changes from Previous Fiscal Year**

We propose to fund North Star counseling staff to join the Child and Family team in participation in Directing Change.

# INNOVATION

## Community Care Collaborative

### **Innovation Program Description and Outcomes**

#### **Community Care Collaboration Project**

The Inyo County Community Care Collaborative (CCC) was implemented to improve coordination of care with primary health care services for adults, ages 18 and older, with a serious mental illness. Persons with a serious mental illness are more likely to have chronic health conditions, and have shortened life spans by up to 25 years, compared to the general population. Increasing access to and coordination with primary care services for our clients with a serious mental illness is a high priority for ICHHS-BH. By coordinating and co-locating health and mental health services, we are able to improve outcomes for our clients and improve access to primary care services.

The Innovation Project funding supported the development of a CCC Team by partially funding one full-time Behavioral Health Nurse position (1.0 FTE) to coordinate and integrate health and wellness activities for behavioral health clients and partially funding a one full-time Administrative Analyst position to collect, track, and analyze outcome data based on a quality improvement model. While all new consumers entering services assisted to link with a primary care physician, the target population is now behavioral health consumers with serious health conditions who are also enrolled and receiving services at the Northern Inyo Hospital Rural Health Clinic (NIHRHC). We currently coordinate care for 80 individuals to improve health outcomes.

The Coordinated Care Collaborative addressed the following:

- Identifies individuals who do not have an identified primary care physician, or routinely use primary care services, and links them to the appropriate provider/health clinic/healer/alternative health care in the community. It is now part of our admission process to assess whether each person has a primary care physician and to link that person with care if it is not in place. As a result of these efforts, nearly all admitted persons have primary care services.
- Collecting basic health information, including lab work, on individuals to help understand each person's current health indicators. Staff work with the individual to understand their health indicators (e.g., height, weight, body mass index, A1c and other risks for diabetes, carbon monoxide monitor results, hypertension/blood pressure, cholesterol, and lung functioning). These health indicators are used to inform both the individual and staff on high risk health factors, and allow them to work together with the health clinic to identify goals on improving their health and wellness.
- Participating clients allow for the reconciliation of medications between ICHHS-BH and NIHRHC. A work flow has been tested and developed to allow for the sharing of this information between the two entities to best coordinate the medication needs. This work flow continues to be rather cumbersome and includes faxing of documents between



providers. We continue to look for more streamlined ways to communicate.

- Clients and staff work together to develop health and wellness activities to support clients to improve their health. These activities include developing walking groups, nutrition and cooking groups, and mindfulness. There is also a smoking cessation group offered at the Bishop Wellness Center. Wellness information is also offered to CCC clients, to provide support and information to help individuals make healthy choices. These activities help the team provide supportive services which will lead to positive outcomes.
- Peer Support has been recognized to be an important component of the coordinated care approach. We have trained peer supporters to assist with health goals and to accompany consumers to medical appointments to provide support and another “listening ear.”
- We have collected and tracked population health data as well as tracking data on each consumer who has been identified as needing more intensive care coordination.

In the last year the Coordinated Care project has continued to be spread to the jail/re-entry population. As part of the Stepping Up Initiative, we are aware of the persons with a mental health condition within our jail. We serve persons in the jail who evidence mental health conditions as well as health conditions. We track all persons who are receiving psychotropic medication to treat a mental health condition or who have been identified as needing this type of treatment. Our tracking of the number of persons on psychotropic medication proportionate to the total number of inmate population suggests that 25%-34% of inmates have a mental health condition, often in conjunction with a substance use disorder. Approximately 50-70 unduplicated persons received this service per year.

We have continued weekly care coordination meetings with the Behavioral Health nurse, the Corrections Nurse, a Behavioral Health Counselor, the Re-entry Coordinator, and the Deputy HHS Director of the Behavioral Health Division. A coordination plan was discussed for each inmate and the team would make sure that there was ongoing care coordination between the Psychiatrist and the Health Officer and that communication was maintained. The Behavioral Counselor provides outreach and engagement and makes a recommendation for continued services. The Re-Entry Coordinator looks at ongoing needs in the community such as housing, employment, and access to benefits such as Medi-Cal.

A majority of persons in this population have co-occurring substance abuse disorders and several of these persons have health conditions as a result. Most of the persons in this population have not received any consistent primary care or behavioral health treatment. The goal of this coordination is not only to treat and stabilize mental health and health conditions during incarceration but also to support the continued treatment during re-entry back into the community. In FY 16/17, 43 inmates on psychotropic medication were released back into the community. The Corrections Nurse provided medication to the inmates upon release or made arrangements for persons to connect with Behavioral Health for ongoing services and/or to their primary care physician for treatment of ongoing medical conditions. In FY 16/17, four persons with severe mental health symptoms accessed transition services at Progress House. During FY 17/18, a more formalized tracking system is being set up to track coordination efforts.

### **Challenges and Mitigation Efforts**

One of the ongoing challenges is in staff vacancies and turnover both in primary health as well as in behavioral health, including with the administrative analysts. It is difficult to maintain the medication reconciliation and tracking of costs and outcomes. The behavioral health nurses are also pulled in many directions and struggle to keep up with the medication reconciliation as well during vacancies or absences. One strategy to mitigate the impact of this situation is to continue to look for ways to build peer and other natural supports. Another strategy is to set up work flows that can be used by numerous staff and thus to “institutionalize” the gains made and the process of continuing to improve the strategies.

### **Significant Changes from Previous Fiscal Year**

No significant changes are anticipated to the original Innovation project. This Innovation project will expire at the end of FY 2018/2019. ICHHS-BH will develop a new Innovation project at that time.

# WORKFORCE EDUCATION AND TRAINING

## WET Program Descriptions and Outcomes

### A. Workforce Education and Training (WET) Coordination

Since the original WET Plan was approved, ICHHS as a whole developed several contracts and strategies with various learning providers to deliver a broad range of trainings to benefit the workforce. In a small rural isolated community, it has been an effective strategy to offer training that assists us to “grow our own” workforce from within our community from those dedicated to the community. We have offered training aimed at the development of consumers and family members. Behavioral Health staff members are trained separately and as part of the larger Health and Human Services staff that includes the Social Services and Aging Division and the Public Health and Prevention Division. Partner agencies such as Probation and Toiyabe Indian Health Plan are also trained. Training topics include a broad range of family engagement, child and family teaming, motivational interviewing, and delivering comprehensive services for promoting wellness and recovery. Team building and transformational change has also been a focus of our trainings.

### B. Fundamental Learning Program

Our training partners include *Relias*, an online training system, which offers courses in confidentiality, ethics, and regulations, as well as an array of clinical skills building courses that also fulfill continuing education requirements for licensed behavioral health professionals. We have purchased a bulk subscription package for our organization that makes these exemplary courses available to staff. As an added training component, we have provided staff and consumers with technical software training to enhance the skill set of staff and consumers/family members who work or volunteer for Inyo County.

In FY 17/18, ICHHS-BH will form a Strengths Model Learning Collaborative with Alpine and Mono counties. This collaborative is a fundamental learning program using an innovative regional approach. It is a fundamental learning program in that it builds skills in keeping with the recovery principles as described below.

Strengths Model Overview: “The University of Kansas School of Social Welfare developed the Strengths Model in the mid 1980s as a response to traditional deficit-oriented approaches in mental health. The Strengths Model is both a philosophy of practice and a set of tools and methods designed to enhance recovery. While the tools of the model (i.e. Strengths Assessments and Personal Recovery Plans) are used primarily by community-based direct service workers (e.g. case manager, care manager, care coordinator, community health worker, etc.), the principles of the model have agency-wide application.

The Strengths Model rests on six core principles [that provide both a philosophical base as well as day-to-day guidance for tasks and goals] (Rapp & Goscha, 2012):

- “Principle # 1: People with psychiatric disabilities can recover, reclaim and transform their lives;

- Principle #2: The focus is on an individual's strengths rather than deficits;
- Principle #3: The community is viewed as an oasis of resources;
- Principle #4: The client is the director of the helping process;
- Principle #5: The relationship is primary and essential; and
- Principle #6: The primary setting for our work is in the community."

The Strengths Model is also the curriculum that will be used to train staff. Learning sessions will be focused on recovery goals, engagement, and strengths assessment; group supervision and building recovery-oriented treatment plans from the strengths assessment; developing the personal recovery plan; and naturally-occurring resources and supporting independence from the system. This model is proven to improve outcomes in the areas of housing, employment, education, and increased community involvement. In Inyo County, our participation will include members of the adult services team including all Wellness Center staff, the three adult services clinicians, the Progress House Manager and the Nurse Supervisor as well as representation from the Outcomes and Evaluation team. While we would like to spread this training to our entire team, we are starting with 12 key staff to ensure fidelity to the model. It is our goal to "institutionalize this knowledge to result in spread to training the entire BH team as well as partners to utilize this model. We are implementing fidelity measures from the beginning and will be closely monitoring for system improvement.

What makes the Eastern Sierra Learning Collaborative innovative is the fact that the identification of needs and the planning and implementation of the Collaborative has all been county-driven and that it will also invite community partners to the learning sessions. The development of this Collaborative has been a regional grassroots effort; where other trainings may be grassroots, they are likely not regional and where they are regional, they are rarely grassroots.

As a result of this Innovation project, Inyo, Mono, and Alpine Counties will all have a common need met through a Collaborative that is specifically adapted to the remote, rural environment and includes both systems change and clinical change elements. Moreover, this Innovation project serves as a learning opportunity for how counties can improve their collaborative work and leverage resources to meet common county-identified needs. Finally, it serves as a way to learn more about working with other community partners and developing a common approach to serving clients across organizational boundaries.

In addition to the Strengths Collaborative described above, it is important to identify the strengths of the entire Behavioral Health team, including all front office and support staff as well as all program staff (including those who may not be directly involved in the Strengths Collaborative). We will be assessing team strengths through the Strengths Finder and will conduct a training opportunity and facilitated conversation with the Behavioral Health Director from Alpine County. In this way, we can further identify the strengths of our team and find ways to build on these strengths even as we work with consumers to build on their strengths. The strengths identified will further be used to create professional growth goals for employees. This is an excellent way to "grow" our workforce.

In FY 17/18, ICHHS-BH will also provide Crisis Intervention Training (CIT) for Law Enforcement partners, First Responders, and BH staff. We have long identified the need to increase skills of all first responders who respond to mental health crises. While we do not have the capacity to provide a separate crisis response team, it is important to increase skills and

awareness for all of the team. We will partner with Mono County to offer training to law enforcement including Sheriffs, Bishop Police Department and California Highway Patrol as well as Behavioral Health staff and all other interested partners.

### **C. Consumer Pathways Program**

Our Wellness Center sites have offered the best training ground for consumers to gain volunteer and other work experience. As we have strived to make sure that groups and services offered at the wellness center sites are consumer driven and facilitated, we have had consumers act as reception staff, group facilitators and participate in the operation and care of the facility. As a result of these efforts, we are able to identify consumers who may act as peer supporters or who desire to develop other skills for use in the workforce. We offered two entry level temporary positions for persons with lived experience. One person provided general oversight of several Wellness Center activities both in Bishop and in Lone Pine. He also provided assistance with transport and support of medical appointment. Another person worked out of Progress House and provided assistance with improvement projects including painting and general repair. This year we are proposing to take these positions and make them permanent positions as HHS Specialists.

### **D. Financial Incentive Program**

We participate in the Statewide Mental Health Loan Assumption Program, which offers two to three employees with master's degree in social work, including a bi-lingual intern, support to pay back school loans for "hard to fill" positions. Due to bargaining agreements with local labor groups, we have not been able to offer tuition reimbursement.

### **Challenges and Mitigation Efforts**

We continue to face the challenge of recruiting bilingual staff. We have one bilingual Latina employee who is pursuing her attainment is Licensed Clinical Social Worker (LCSW). She quickly filled her caseload with Latino/Latina youth and families as the community was made aware of her services and consumers refer other family or friends. We also continue to look for ways to identify TAY to participate as part of the Human Services Certificate program at our community college as well as in other Peer Supporter roles. We look forward to expanding our training capacity and opportunities for both staff and consumers.

Another area of challenge is in the hiring of our licensed psychotherapy staff and behavioral health nurses. Several of our licensed staff have retired and we have been unable to recruit replacements. We are looking for ways to attract interns to our county. Through the Regional WET program, we have been able to avail ourselves of a Roving Clinical Supervisor. Three interns from Behavioral Health as well as one intern employed by another provider have received distance clinical supervision. Two of the interns have completed their hours and have become licensed clinical social workers. One of these recently licensed persons went to work in our local hospital and one moved to a position with the school. One of the other two has completed hours and will be preparing to take the licensure exam, the other will complete in the next year. We are proposing to add at least one intern in the next year and will explore a continued contract with a distance provider in future years if the need exists.

Finally, we are challenged to provide psychiatry services. While we currently have an excellent experienced "in person" psychiatrist, she is moving toward retirement. As with many other counties, we will move forward with tele-psychiatry to at least partially address the shortage in

psychiatry. We propose to look for incentives to attract another in-person psychiatrist, will work with partners in the area for a possible shared position, and will consider the use of a “head hunter” to assist with recruitment.

While we participate in the Mental Health Loan Assumption Program, we have not been able to offer tuition reimbursement to date, due to bargaining agreements with local labor groups. We continue to look for ways to offer this strategy.

**Significant Changes from Previous Fiscal Year**

In FY 17/18, ICHHS-BH will form a Strengths Model Learning Collaborative with Alpine and Mono counties. Please see above description.

In FY 17/18, ICHHS-BH will provide CIT training in partnership with Mono County.

## CAPITAL FACILITIES/TECHNOLOGY

### **Capital Facilities and Technology Projects**

Capital Facilities funding was used for remodeling needs for the newly-purchased wellness center in Bishop. These funds helped to upgrade the facility to meet Americans with Disabilities Act (ADA) requirements and to create a more welcoming environment.

ICHHS-BH chose to utilize the bulk of CFTN funding for a system-wide IT upgrade to achieve an Integrated Information Systems Infrastructure. We began implementation of our new Cerner/ Kings View (KV) system in July 2016. The implementation included not only clinical assessments and progress notes, but also treatment planning and the use of the client signature into the electronic record. Electronic prescriptions and medication monitoring are also components of this IT system, as well as lab orders and results. We have explored ways to take a next step toward a more integrated health record by attempting to record health conditions and reconcile medication across primary health and health. Use of the Kings View product also positioned us to move forward on needed telemedicine services as we look towards the retirement of our long-term Psychiatrist within the County. We have implemented telemedicine for a block of four hours per week as we transition to this modality. In FY 17/18 we will be expanding telemedicine and teleconferencing capabilities to the jail and to the outlying communities. We will also use teleconferencing for participation in the Learning Collaborative as well as to access webinars and other training opportunities.

### **Challenges and Mitigation Efforts**

As we have implemented our new electronic health record product, we discovered the challenges inherent to the use of a new product including the understanding of the language and terminology for functions that might differ from the previous product. In addition, we have found that there is less direct access to raw data than was found in our last product. However, we are now able to receive reports on demographics, penetration rates and productivity through a report generated out of the system. This cuts down on the number of “excel spreadsheets” used to track basic data. It remains clear that the current product is a rather complex billing system and takes a very large investment of staff time to navigate. We will continue to explore ways through use of our electronic record, as well as additional “add on products” to find ways to communicate cross systems such as some form of registry where there is not a requirement for duplicate entry.

Finally, we have also continued to explore the ways to further collect and track outcomes in a meaningful way. We see the need to collect a set of cross program measures to more fully tell the story of transformational change across a system of care as opposed to outcomes from a very small program or strategy. We continue to explore ways to include outcomes data as part of our record. In FY 17/18, we will add the Milestones of Recovery (MORS) to our record as well as the mandated Child and Adolescent Needs and Strengths (CANS) and other measures. As an HHS Department of which Behavioral Health is a division, it is our ongoing goal to develop our HHS Outcomes and Evaluation team to look for ways to benchmark community-wide indicators of health and wellness.

### **Implementation Benchmarks and Delays**

- All admissions transferred into KV system: June 2016
- All new admissions, treatment plans and progress notes into KV: July 2016
- New billing out of KV: September 2016
- Completed all assessments in KV: June 30, 2017
- Use of Electronic signature: implemented for all intakes: Delayed to September 2017, still in process for treatment plans.
- Use of reporting functions: increase through the fiscal year and beyond.

### **Significant Changes from Previous Fiscal Year**

The CFTN funds have been fully expended.



**FY 2017-18 Through FY 2019-20 Three-Year Mental Health Services Act Expenditure Plan  
Funding Summary**

County:                                  INYO                                 

Date:                                  3/1/18                                 

	MHTSA Funding					
	A	B	C	D	E	F
	Community Services and Supports	Prevention and Early Intervention	Innovation	Workforce Education and Training	Capital Facilities and Technological Needs	Prudent Reserve
<b>A. Estimated FY 2017/18 Funding</b>						
1. Estimated Unspent Funds from Prior Fiscal Years	1,829,918	325,646	8,013	276,972	0	
2. Estimated New FY2017/18 Funding	1,380,436	345,109	90,818			
3. Transfer In FY2017/18 <sup>a/</sup>	0			0	0	0
4. Access Local Prudent Reserve In FY2017/18	0	0				0
5. Estimated Available Funding for FY2017/18	3,210,354	670,755	98,831	276,972	0	
<b>B. Estimated FY2017/18 MHTSA Expenditures</b>	1,063,404	450,395	98,831	276,972	0	
<b>C. Estimated FY2018/19 Funding</b>						
1. Estimated Unspent Funds from Prior Fiscal Years	2,146,950	220,360	0		0	
2. Estimated New FY2018/19 Funding	1,421,849	355,462	93,543			
3. Transfer In FY2018/19 <sup>a/</sup>	0			0	0	0
4. Access Local Prudent Reserve In FY2018/19	0	0				0
5. Estimated Available Funding for FY2018/19	3,568,799	575,822	93,543	0	0	
<b>D. Estimated FY2018/19 Expenditures</b>	1,169,745	459,578	93,543	0	0	
<b>E. Estimated FY2019/20 Funding</b>						
1. Estimated Unspent Funds from Prior Fiscal Years	2,399,054	116,244	0	0	0	
2. Estimated New FY2019/20 Funding	1,464,505	366,126	96,349			
3. Transfer In FY2019/20 <sup>a/</sup>	0			0	0	0
4. Access Local Prudent Reserve In FY2019/20	0	0				0
5. Estimated Available Funding for FY2019/20	3,863,559	482,370	96,349	0	0	
<b>F. Estimated FY2019/20 Expenditures</b>	1,286,719	467,420	0	0	0	
<b>G. Estimated FY2019/20 Unspent Fund Balance</b>	2,576,840	14,950	96,349	0	0	

<b>H. Estimated Local Prudent Reserve Balance</b>	
1. Estimated Local Prudent Reserve Balance on June 30, 2017	831,442
2. Contributions to the Local Prudent Reserve in FY 2017/18	0
3. Distributions from the Local Prudent Reserve in FY 2017/18	0
4. Estimated Local Prudent Reserve Balance on June 30, 2018	831,442
5. Contributions to the Local Prudent Reserve in FY 2018/19	0
6. Distributions from the Local Prudent Reserve in FY 2018/19	0
7. Estimated Local Prudent Reserve Balance on June 30, 2019	831,442
8. Contributions to the Local Prudent Reserve in FY 2019/20	0
9. Distributions from the Local Prudent Reserve in FY 2019/20	0
10. Estimated Local Prudent Reserve Balance on June 30, 2020	831,442

<sup>a/</sup> Pursuant to Welfare and Institutions Code Section 5892(b), Counties may use a portion of their CSS funds for WET, CFTN, and the Local Prudent Reserve. The total amount of CSS funding used for this purpose shall not exceed 20% of the total average amount of funds allocated to that County for the previous five years.

**FY 2017-18 Through FY 2019-20 Three-Year Mental Health Services Act Expenditure Plan  
Community Services and Supports (CSS) Component Worksheet**

County:                      INYO

Date:                      3/1/18

	<b>Fiscal Year 2017/18</b>					
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
	<b>Estimated Total Mental Health Expenditures</b>	<b>Estimated CSS Funding</b>	<b>Estimated Medi Cal FFP</b>	<b>Estimated 1991 Realignment</b>	<b>Estimated Behavioral Health Subaccount</b>	<b>Estimated Other Funding</b>
<b>FSP Programs</b>						
1. System Transformation (FSP)	542,336	542,336				
2.	0					
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
<b>Non-FSP Programs</b>						
1. General System Development (80%)	331,782	331,782				
2. Outreach and Engagement (20%)	82,946	82,946				
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
<b>CSS Administration</b>	106,340	106,340				
<b>CSS MHSA Housing Program Assigned Funds</b>	0					
<b>Total CSS Program Estimated Expenditures</b>	1,063,404	1,063,404	0	0	0	0
<b>FSP Programs as Percent of Total</b>	51.0%					

**FY 2017-18 Through FY 2019-20 Three-Year Mental Health Services Act Expenditure Plan  
Community Services and Supports (CSS) Component Worksheet**

County:    INYO   

Date:    3/1/18

	<b>Fiscal Year 2018/19</b>					
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
	<b>Estimated Total Mental Health Expenditures</b>	<b>Estimated CSS Funding</b>	<b>Estimated Medi Cal FFP</b>	<b>Estimated 1991 Realignment</b>	<b>Estimated Behavioral Health Subaccount</b>	<b>Estimated Other Funding</b>
<b>FSP Programs</b>						
1. System Transformation (FSP)	596,570	596,570				
2.	0					
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
<b>Non-FSP Programs</b>						
1. General System Development (80%)	364,960	364,960				
2. Outreach and Engagement (20%)	91,240	91,240				
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
<b>CSS Administration</b>	116,974	116,974				
<b>CSS MHA Housing Program Assigned Funds</b>	0					
<b>Total CSS Program Estimated Expenditures</b>	1,169,745	1,169,745	0	0	0	0
<b>FSP Programs as Percent of Total</b>	51.0%					

**FY 2017-18 Through FY 2019-20 Three-Year Mental Health Services Act Expenditure Plan  
Community Services and Supports (CSS) Component Worksheet**

County:                     INYO                    

Date:                     3/1/18                    

	<b>Fiscal Year 2019/20</b>					
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
	<b>Estimated Total Mental Health Expenditures</b>	<b>Estimated CSS Funding</b>	<b>Estimated Medi Cal FFP</b>	<b>Estimated 1991 Realignment</b>	<b>Estimated Behavioral Health Subaccount</b>	<b>Estimated Other Funding</b>
<b>FSP Programs</b>						
1. System Transformation (FSP)	656,227	656,227				
2.	0					
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
<b>Non-FSP Programs</b>						
1. General System Development (80%)	401,456	401,456				
2. Outreach and Engagement (20%)	100,364	100,364				
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
<b>CSS Administration</b>	<b>128,672</b>	<b>128,672</b>				
<b>CSS MHA Housing Program Assigned Funds</b>	<b>0</b>					
<b>Total CSS Program Estimated Expenditures</b>	<b>1,286,719</b>	<b>1,286,719</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FSP Programs as Percent of Total</b>	<b>51.0%</b>					

**FY 2017-18 Through FY 2019-20 Three-Year Mental Health Services Act Expenditure Plan  
Prevention and Early Intervention (PEI) Component Worksheet**

County:                      INYO                     

Date:                      3/1/18                     

	<b>Fiscal Year 2017/18</b>					
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
	<b>Estimated Total Mental Health Expenditures</b>	<b>Estimated PEI Funding</b>	<b>Estimated Medi- Cal FFP</b>	<b>Estimated 1991 Realignment</b>	<b>Estimated Behavioral Health Subaccount</b>	<b>Estimated Other Funding</b>
<b>PEI Programs - Prevention</b>						
1. Friendly Visitor (Prevention/Outreach)	111,849	111,849				
2.	0					
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
<b>PEI Programs - Early Intervention</b>						
10. FIRST / Wraparound	129,056	129,056				
11. North Star Counseling (school-based)	75,000	75,000				
12. PCIT Community Collaboration	60,226	60,226				
<b>PEI Programs - Suicide Prevention</b>						
13.	0					
14.	0					
<b>PEI Programs - Outreach</b>						
15.	0					
16.	0					
<b>PEI Programs - Stigma Reduction</b>						
17. Latino Outreach/Stigma Reduction	51,622	51,622				
18.	0					
<b>PEI Administration</b>	<b>22,641</b>	<b>22,641</b>				
<b>PEI Assigned Funds</b>	<b>0</b>					
<b>Total PEI Program Estimated Expenditures</b>	<b>450,395</b>	<b>450,395</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**FY 2017-18 Through FY 2019-20 Three-Year Mental Health Services Act Expenditure Plan  
Prevention and Early Intervention (PEI) Component Worksheet**

County:                      INYO                     

Date:                      3/1/18                     

	FY 2018/19					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated PEI Funding	Estimated Medi Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
<b>PEI Programs - Prevention</b>						
1. Friendly Visitor (Prevention/Outreach)	114,585	114,585				
2.	0					
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
<b>PEI Programs - Early Intervention</b>						
10. FIRST / Wraparound	132,213	132,213				
11. North Star Counseling (school-based)	75,000	75,000				
12. PCIT Community Collaboration	61,700	61,700				
<b>PEI Programs - Outreach</b>						
13.	0					
14.	0					
<b>PEI Programs - Stigma Reduction</b>						
15.	0					
16.	0					
<b>PEI Programs - Suicide Prevention</b>						
17. Latino Outreach/Stigma Reduction	52,885	52,885				
18.	0					
<b>PEI Administration</b>	23,195	23,195				
<b>PEI Assigned Funds</b>	0					
<b>Total PEI Program Estimated Expenditures</b>	459,578	459,578	0	0	0	0

**FY 2017-18 Through FY 2019-20 Three-Year Mental Health Services Act Expenditure Plan  
Prevention and Early Intervention (PEI) Component Worksheet**

County:                      INYO

Date:                      3/1/18

	FY 2019/20					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated PEI Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
<b>PEI Programs - Prevention</b>						
1. Friendly Visitor (Prevention/Outreach)	116,921	116,921				
2.	0					
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
<b>PEI Programs - Early Intervention</b>						
10. FIRST / Wraparound	134,909	134,909				
11. North Star Counselling (school-based)	75,000	75,000				
12. PCIT Community Collaboration	62,958	62,958				
<b>PEI Programs - Outreach</b>						
13.	0	0				
14.		0				
<b>PEI Programs - Stigma Reduction</b>						
15.	0	0				
16.		0				
<b>PEI Programs - Suicide Prevention</b>						
17. Latino Outreach/Stigma Reduction	53,964	53,964				
18.	0					
<b>PEI Administration</b>	23,668	23,668				
<b>PEI Assigned Funds</b>	0					
<b>Total PEI Program Estimated Expenditures</b>	<b>467,420</b>	<b>467,420</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**FY 2017-18 Through FY 2019-20 Three-Year Mental Health Services Act Expenditure Plan  
Innovations (INN) Component Worksheet**

County: INYO

Date: 3/1/18

	<b>Fiscal Year 2017/18</b>					
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
	<b>Estimated Total Mental Health Expenditures</b>	<b>Estimated INN Funding</b>	<b>Estimated Medi Cal FFP</b>	<b>Estimated 1991 Realignment</b>	<b>Estimated Behavioral Health Subaccount</b>	<b>Estimated Other Funding</b>
<b>INN Programs</b>						
1. Community Care Collaborative (CCC)	98,831	98,831				
2.	0					
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
20.	0					
<b>INN Administration</b>	0					
<b>Total INN Program Estimated Expenditures</b>	<b>98,831</b>	<b>98,831</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



**FY 2017-18 Through FY 2019-20 Three-Year Mental Health Services Act Expenditure Plan  
Innovations (INN) Component Worksheet**

County:                      **INYO**                     

Date:                      **3/1/18**                     

	<b>Fiscal Year 2018/19</b>					
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
	<b>Estimated Total Mental Health Expenditures</b>	<b>Estimated INN Funding</b>	<b>Estimated Medi Cal FFP</b>	<b>Estimated 1991 Realignment</b>	<b>Estimated Behavioral Health Subaccount</b>	<b>Estimated Other Funding</b>
<b>INN Programs</b>						
1. Community Care Collaborative (CCC)	93,543	93,543				
2.	0					
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
20.	0					
<b>INN Administration</b>	0					
<b>Total INN Program Estimated Expenditures</b>	<b>93,543</b>	<b>93,543</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**FY 2017-18 Through FY 2019-20 Three-Year Mental Health Services Act Expenditure Plan  
Innovations (INN) Component Worksheet**

County:                  **INYO**

Date:                  **3/1/18**

	<b>Fiscal Year 2019/20</b>					
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
	<b>Estimated Total Mental Health Expenditures</b>	<b>Estimated INN Funding</b>	<b>Estimated Medi Cal FFP</b>	<b>Estimated 1991 Realignment</b>	<b>Estimated Behavioral Health Subaccount</b>	<b>Estimated Other Funding</b>
<b>INN Programs</b>						
1. New project TBD at a later date	0					
2.	0					
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
20.	0					
<b>INN Administration</b>	0					
<b>Total INN Program Estimated Expenditures</b>	0	0	0	0	0	0

**FY 2017-18 Through FY 2019-20 Three-Year Mental Health Services Act Expenditure Plan  
Workforce, Education and Training (WET) Component Worksheet**

County:                      INYO                     

Date:                      3/1/18

	<b>Fiscal Year 2017/18</b>					
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
	<b>Estimated Total Mental Health Expenditures</b>	<b>Estimated WET Funding</b>	<b>Estimated Medi- Cal FFP</b>	<b>Estimated 1991 Realignment</b>	<b>Estimated Behavioral Health Subaccount</b>	<b>Estimated Other Funding</b>
<b>WET Programs</b>						
1. WET Coordination	27,697	27,697				
2. Fundamental Learning Program	185,571	185,571				
3. Consumer Pathways	30,467	30,467				
4. Financial Incentives	33,237	33,237				
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
20.	0					
<b>WET Administration</b>	0					
<b>Total WET Program Estimated Expenditures</b>	<b>276,972</b>	<b>276,972</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**FY 2017-18 Through FY 2019-20 Three-Year Mental Health Services Act Expenditure Plan  
Workforce, Education and Training (WET) Component Worksheet**

County:                      INYO                     

Date:                      3/1/18

	<b>Fiscal Year 2018/19</b>					
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
	<b>Estimated Total Mental Health Expenditures</b>	<b>Estimated WET Funding</b>	<b>Estimated Medi Cal FFP</b>	<b>Estimated 1991 Realignment</b>	<b>Estimated Behavioral Health Subaccount</b>	<b>Estimated Other Funding</b>
<b>WET Programs</b>						
1. N/A	0					
2.	0					
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
20.	0					
<b>WET Administration</b>	0					
<b>Total WET Program Estimated Expenditures</b>	0	0	0	0	0	0

**FY 2017-18 Through FY 2019-20 Three-Year Mental Health Services Act Expenditure Plan  
Workforce, Education and Training (WET) Component Worksheet**

County:                      INYO                     

Date:                      3/1/18

	<b>Fiscal Year 2019/20</b>					
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
	<b>Estimated Total Mental Health Expenditures</b>	<b>Estimated WET Funding</b>	<b>Estimated Medi- Cal FFP</b>	<b>Estimated 1991 Realignment</b>	<b>Estimated Behavioral Health Subaccount</b>	<b>Estimated Other Funding</b>
<b>WET Programs</b>						
1. N/A	0					
2.	0					
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
20.	0					
<b>WET Administration</b>	0					
<b>Total WET Program Estimated Expenditures</b>	0	0	0	0	0	0

**FY 2017-18 Through FY 2019-20 Three-Year Mental Health Services Act Expenditure Plan  
Capital Facilities/Technological Needs (CFTN) Component Worksheet**

County:                      INYO                     

Date:                      3/1/18

	Fiscal Year 2017/18					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CFTN Funding	Estimated Medi- Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
<b>CFTN Programs - Capital Facilities Projects</b>						
1.	0					
2.	0					
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
<b>CFTN Programs - Technological Needs Projects</b>						
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
20.	0					
<b>CFTN Administration</b>	0					
<b>Total CFTN Program Estimated Expenditures</b>	0	0	0	0	0	0

**FY 2017-18 Through FY 2019-20 Three-Year Mental Health Services Act Expenditure Plan  
Capital Facilities/Technological Needs (CFTN) Component Worksheet**

County:                      INYO                     

Date:                      3/1/18

	<b>Fiscal Year 2018/19</b>					
		<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
	<b>Estimated Total Mental Health Expenditures</b>	<b>Estimated CFTN Funding</b>	<b>Estimated Medi- Cal FFP</b>	<b>Estimated 1991 Realignment</b>	<b>Estimated Behavioral Health Subaccount</b>	<b>Estimated Other Funding</b>
<b>CFTN Programs - Capital Facilities Projects</b>						
1.	0					
2.	0					
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
<b>CFTN Programs - Technological Needs Projects</b>						
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
20.	0					
<b>CFTN Administration</b>	0					
<b>Total CFTN Program Estimated Expenditures</b>	0	0	0	0	0	0

**FY 2017-18 Through FY 2019-20 Three-Year Mental Health Services Act Expenditure Plan  
Capital Facilities/Technological Needs (CFTN) Component Worksheet**

County:                      INYO                     

Date:                      3/1/18

	Fiscal Year 2019/20					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CFTN Funding	Estimated Medi Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
<b>CFTN Programs - Capital Facilities Projects</b>	0					
1.	0					
2.	0					
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
<b>CFTN Programs - Technological Needs Projects</b>						
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
20.	0					
<b>CFTN Administration</b>	0					
<b>Total CFTN Program Estimated Expenditures</b>	0	0	0	0	0	0





**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
12

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** Public Works

**FOR THE BOARD MEETING OF:** April 3, 2018

**SUBJECT:** Progress House Flooring Project

**DEPARTMENTAL RECOMMENDATION:**

Request that the Board:

- 1) Approve the plans and specifications for the Progress House Flooring Project (Project);
- 2) Authorize the Public Works Director to advertise and bid the Project.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

As part of the 2017-18 Approved Deferred Maintenance Budget, \$21,000 was budgeted to replace the flooring at the Progress House Building, located at 536 N 2nd St, Bishop, California. This project consists of complete removal and disposal of existing carpet, vinyl and tile flooring, and installation of new commercial grade carpet (in bedrooms and common rooms) and plank vinyl flooring (in bathrooms and kitchen).

**ALTERNATIVES:**

The Board could choose not to approve the plans, specifications, and advertisement of the project.

**OTHER AGENCY INVOLVEMENT:**

The Public Works Department for the development of the plans and specifications.  
County Counsel for review of the bid package, contracts and this agenda item.  
Auditor for the payment of all invoices.

**FINANCING:**

This project is funded the Deferred Maintenance Budget 011501, object code 5191 Maintenance of Structures. The \$21,000 will come from the Mental Health Fund.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:  <i>[Signature]</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <i>3/9/18 YES</i> Date
AUDITOR/CONTROLLER:  <i>[Signature]</i>	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <i>[Signature]</i> Date <i>3/13/2018</i>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:** *[Signature]* Date: *3/19/18*  
(Not to be signed until all approvals are received)

# **BID PACKAGE AND SPECIAL PROVISIONS**



FOR CONSTRUCTION OF

## **PROGRESS HOUSE FLOORING PROJECT**

**Project No. ZP-16-044**

**FOR USE IN CONNECTION WITH INYO COUNTY  
STANDARD SPECIFICATIONS, DATED OCTOBER 2015,  
GENERAL PREVAILING WAGE RATES IN EFFECT  
ON THE DATE THE WORK IS ACCOMPLISHED**

March 2018

**Prepared By: Inyo County Public Works**

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**NOTICE  
INVITING BIDS  
FOR**

**PROGRESS HOUSE FLOORING PROJECT  
Bishop, CA**

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COUNTY OF INYO  
DEPARTMENT OF PUBLIC WORKS  
**NOTICE INVITING BIDS**

The Inyo County Public Works Department is soliciting bids for:

**PROGRESS HOUSE FLOORING PROJECT**

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans, may only be obtained from the Inyo County (County) Public Works Department (Department) at 168 North Edwards, P. O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201. A non-refundable price of \$15.00 will be charged for each set of Bid Packages requested. The Bid Packages are available for inspection at the Department during regular business hours. Checks are to be made out to "Inyo County Public Works Department." The Bid Package is also available at no charge at the County of Inyo website at [www.inyocounty.us](http://www.inyocounty.us). Bidders who obtain Bid Packages over the internet are responsible for notifying Inyo County Public Works Department that they are plan holders. Bidders who fail to notify the Department that they are plan holders may not be notified should any Addenda be issued. If the Department issues any Addenda to the Bid Package that is not acknowledged, the Bid Proposal may be rejected. This project is subject to the State of California Department of Industrial Relations (DIR) prevailing wage labor rates.

**Bids must be submitted in a sealed envelope clearly marked with the bidder's name and address, the word "BID", and the Project Title:**

**PROGRESS HOUSE FLOORING PROJECT**

To be considered, **bids must be received by the Inyo County Clerk of the Board of Supervisors, 224 North Edwards Street (mailing address: P.O. Box N), Independence, California 93526 at or before 3:30 P.M. on March 8, 2018** at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted.

**General Work Description:** This flooring project consists of complete removal and disposal of existing flooring (carpet and vinyl flooring) and installation of new flooring in the Progress House (located at 536 N. 2<sup>nd</sup> St, Bishop, CA).

A job walk is scheduled for March \_\_, 2018 at 10:00 a.m. at the Progress House located at 536 N. 2<sup>nd</sup> Street, Bishop, CA.

All project work is more particularly described in the plans and special provisions. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.



Technical questions related to project work, site conditions, or other related inquiries should be directed to Travis Dean of the Public Works Department at [ahelms@inyocounty.us](mailto:ahelms@inyocounty.us).

Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents.

Each Bid must be submitted on the Bid Proposal Forms furnished as a part of the Bid Package. Each Bid must be accompanied by a Proposal Guarantee in the amount and form described in the Bid Package, in an amount not less than 10% of the amount of the bid, made payable to the order of the County of Inyo. The check or bond shall be given as security that the bidder will enter into the Contract with the County and furnish the required Faithful Performance Bond, Labor and Materials Payment Bond, Certificates and/or original endorsements of insurance, or other required documents. The check or bond may be retained by the County for sixty (60) days or until the Contract is fully executed by the successful bidder and the County, whichever first occurs.

The successful bidder shall be required to furnish a Faithful Performance Bond and a Labor and Materials Payment Bond on the forms provided in the Bid Package and in the amount of 100% of the Contract amount.

The successful bidder must be licensed as required by law, and consistent with the Contract Documents, at the time the contract is awarded, which license shall be a current California Class B - General Building Contractor license or a combination of all specialty classifications that will be required for complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the **Business and Professions Code, Section 7029**. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

In addition to the requirements set forth in this Notice Inviting Bids, all bids shall be subject to the requirements set forth in the Special Provisions, Standard Specifications of the Inyo County Public Works Department, dated October, 2015, Contract Documents and other applicable law.

The Contract is subject to the State Contract nondiscrimination and compliance requirements pursuant to **Government Code, Section 12990**, and other applicable law.

The Contract is also subject to and incorporates by reference the provisions of **Public Contract Code, Section 22300**, pursuant to which, the Contractor is permitted to substitute securities for earned retention or have them placed in escrow at the Contractor's expense, as also set forth in Section 1150.15 of the Standard Specifications.

Pursuant to **Section 1725.5 of the Labor Code**, the bidder is required to certify that they, and all subcontractors listed on the submitted Bid Form documents, are registered with the California Department of Industrial Relations.


Pursuant to **Section 1773 of the Labor Code**, the general prevailing wage rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced, but not printed, in said publication. Such rates of wages are on file with the State Department of Industrial Relations and the Public Works Department of the County of Inyo and are available to any interested party upon request.

Inyo County reserves the right at any stage of these proceedings to reject any or all Bids or to waive any immaterial defect in any Bid if it is deemed to be in the best interest of the County.

The definition and meanings of the words used in this Notice Inviting Bids are the same as set forth in **Section 1070, "Abbreviations, Symbols, and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015.

Each bidder must supply all the information required by the Contract Documents, Special Provisions and Standard Specifications.

County of Inyo  
Department of Public Works

  
\_\_\_\_\_  
Clint G. Quilter,  
Director

Dated: March, 2018

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# **BID PROPOSAL FORMS FOR**

**PROGRESS HOUSE FLOORING PROJECT  
Bishop, CA**

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**BID PROPOSAL FORM**

TO: COUNTY OF INYO  
Attn.: Inyo County Clerk of Board of Supervisors  
224 North Edwards Street, P.O. Box N  
Independence, California 93526  
(Herein called the "County")

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Herein called "Bidder")

FOR: **PROGRESS HOUSE FLOORING PROJECT**  
(Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

**1. BID DEADLINE.** Bids must be received no later than 3:30 P.M. on March \_\_, 2018 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

**2. BID AMOUNT TOTAL.** The total amount of this Bid for provision of the services and/or materials for completion of the Project in accordance with the Contract Documents is set forth herein as:

**3. BID ADDITIVES.** The County reserves the right to award the base bid and any combination, including neither, of the bid additives.

**BASE PROJECT BID FORM – UNIT PRICE BID:**

ABBREVIATIONS:

LS = LUMP SUM

SF = SQUARE FEET

LF = LINEAR FEET

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Supply and install new carpet flooring	300	SY	\$	\$
2	Supply and Install new vinyl sheet flooring	90	SY	\$	\$
3	Supply and Install 4" rubber base coving	1270	LF	\$	\$
<b>TOTAL BASE BID AMOUNT:</b>					\$

**PROJECT BID AMOUNT – UNIT PRICE BID:**

BID TOTAL (IN NUMBERS): \$ \_\_\_\_\_

BID TOTAL (IN WORDS): \_\_\_\_\_

No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

**3. INCLUSION OF ALL COSTS.** This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

**4. CONTRACT DOCUMENTS.** The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated October, 2015.

**5. ACCEPTANCE.** County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any irregularities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation.

If the Contract Documents require or permit this Bid to include two or more Alternates, County reserves the right to award the Contract for that Alternate which County, in its sole discretion, determines at the time of award to be in County's best interest.

**6. TIME OF COMPLETION.** The Bidder further specifically agrees to complete all the work no later than the Time for Completion specified in the Contract Special Provisions.

**7. ADDENDA.** The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid.

---

(Fill in Addendum numbers and dates Addenda have been received.  
If none have been received, enter "NONE".)

**WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.**



**8. BIDDER'S BUSINESS INFORMATION.** Bidder provides the following information concerning its business:

Bidder's Name: \_\_\_\_\_

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

\_\_\_\_\_ Zip Code \_\_\_\_\_

(The above address will be used to send notices or requests for additional information.)

Telephone: (     ) \_\_\_\_\_

Federal Identification No.: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_ State: \_\_\_\_\_

Classification: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Type of Business (check one):

Individual (   ), Partnership (   ), Joint Venture (   )

Corporation (   ), Other (Specify) : \_\_\_\_\_ (   )

Owners, Officers, Partners, or Other Authorized Representatives:

**IMPORTANT NOTICE:** If bidder or other interested person is a corporation, state legal name of corporation above and list below, names of the president, secretary, treasurer, and chief executive officer/manager thereof; if a partnership, joint venture, or other business entity, state true name of firm above and list below, names of all partners, joint venturers, or for other entities, parties having authority to act on behalf of the entity, such as officers, owners, directors; if bidder or other interested person is an individual, state first, middle, and last names in full above and write "N/A" below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. PROPOSAL GUARANTEE.** As security for the Bid, this Bid includes one of the following proposal guarantee instruments (the "Proposal Guarantee"), in the amount required by this section, as checked:

- (a) \_\_\_\_\_ Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or
- (b) \_\_\_\_\_ Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) \_\_\_\_\_ Cash, in legal tender of the United States of America, enclosed in a separate envelope marked " Cash Proposal Guarantee."

The Proposal Guarantee is in the amount of Ten Percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more Alternates, the amount of the Proposal Guarantee must not be less than Ten Percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Only one form of Proposal Guarantee may be submitted with each Bid.

Bidder hereby agrees that County shall be entitled to payment by forfeiture of the Proposal Guarantee if County awards the Project Contract to Bidder, but Bidder fails or refuses to execute the Contract and/or furnish all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives notice of the award from County.

**10. BID PROTEST.** In the event a dispute arises concerning the bid process prior to the award of the contract, the party wishing resolution of the dispute shall submit an appeal request in writing to the County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

- 1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- 2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
- 3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
- 5. An appeal of a denial of award can only be brought on the following grounds:
  - a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.

- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
  - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Kevin Carunchio, Director  
County of Inyo  
Purchasing Department  
224 N. Edwards St.  
Independence, CA 93526

County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

**11. ADDITIONAL REQUIRED DOCUMENTS.** Bidder agrees that, in addition to the Proposal Guarantee, Bidder is required to submit, as a part of this Bid, the following forms properly completed, and signed as required, all of which accompany this Bid Proposal Form and are incorporated herein by this reference:

- (1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)
- (2) Certification Regarding Equal Employment Opportunity (Government Code section 12900 et seq., sections 11135-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Contractor and Subcontractor Dept. of Industrial Relations (DIR) Registration (Labor Code section 1725.5)
- (5) Non-Collusion Affidavit (Public Contract Code Section 7106)
- (6) Public Contract Code Section 10162 Questionnaire
- (7) Public Contract Code Statement (Section 10232)
- (8) Small Business Enterprise Commitment (Construction Contracts)
- (9) Small Business Enterprise Final Report of Utilization of Small Business Enterprise

**12. DEFINITIONS.** The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015.

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS, DESIGNATIONS, CERTIFICATIONS, AND REPRESENTATIONS MADE IN THIS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, ARE TRUE AND CORRECT AND HE OR SHE IS THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW, MAKES THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR INCORPORATED BY REFERENCE HEREIN.

\_\_\_\_\_  
(Signature of Authorized Person)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Title)

**INYO COUNTY PUBLIC WORKS DEPARTMENT**

**PROGRESS HOUSE FLOORING PROJECT**

**BID BOND  
(BID PROPOSAL GUARANTEE)**

(Not required if a certified or cashier's check or a cash deposit accompanies the bid as a proposal guarantee)

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_

\_\_\_\_\_ as Principal, and  
(Name of Bidder)

\_\_\_\_\_

(Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **PROGRESS HOUSE FLOORING PROJECT**, in compliance with the Contract therefor:

Now, if the bid of the Principal shall be accepted and the Contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the Contract therefor in accordance with the terms of the Principal's bid and the terms set forth in the Bid Package, or to furnish the required Faithful Performance and Labor and Materials Payment Bonds, Certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than fifteen (15) calendar days after the Principal has received notice from the County that the Contract has been awarded to the Principal, then the sum guaranteed by this Bond is forfeited to the County of Inyo.

It is expressly agreed and understood that any errors, clerical, mathematical, or otherwise, in the bid shall not be or constitute a defense to a forfeiture of this Bond.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ A.D.

\_\_\_\_\_  
Principal

(SEAL)

By: \_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
Surety

(SEAL)

By: \_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

**THE SIGNATURES OF THE PRINCIPAL (BIDDER) AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC ( OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW ) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.** The Bid Bond must be executed on this form by a corporate surety admitted to issue such bonds in the State of California. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Bid Bond.

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT:**

**County of Inyo (Attn.: Public Works Director)  
224 North Edwards Street, P.O. Box N  
Independence, California 93526**

**PROGRESS HOUSE FLOORING PROJECT**

**CASHIER'S OR CERTIFIED CHECK  
(BID PROPOSAL GUARANTEE)**

(Not required if Bid Bond accompanies the bid as a proposal guarantee)

A cashier's or certified check in the amount required as a proposal guarantee for the Bid and made payable to the County of Inyo is attached below:

[ ]

**ATTACH CHECK HERE**

[ ]

Bidder (print name) : \_\_\_\_\_

**PROGRESS HOUSE FLOORING PROJECT**  
**DESIGNATION OF SUBCONTRACTORS**

In compliance with the provisions of the **Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California)**, the undersigned bidder has set forth below the full name, and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications to which the attached bid is responsive, and the portion of the work which will be done by each Subcontractor for each subcontract in excess of one-half of one percent of the Prime Contractor's total bid, or \$10,000.00, whichever is greater.

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE	NAME, ADDRESS, PHONE NUMBER

\_\_\_\_\_  
 Signature of Authorized Person)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Printed Name)

\_\_\_\_\_  
 (Date)

**CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**



(Government Code Section 12900 et seq., Sections 11135-11139.7)

**PROGRESS HOUSE FLOORING PROJECT**

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully deny the Contract's benefits to any person, nor shall any person be unlawfully subjected to discrimination under the contract and its performance on the basis of religion, color, ethnic group identification, sex, age, or disability. In addition, the Contractor and its subcontractors shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sex. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (**Government Code, Section 12900 et seq.**), the regulations promulgated thereunder (**California Code of Regulations, Title 2, Section 7285.0 et seq.**), and the Provisions of **Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.7).**

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.

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

---

(Name and Title of Signer)

---

**Signature**

---

**Date**

**Company Name**

**Business Address**

**CONTRACTOR'S LABOR CODE CERTIFICATION**  
**(Labor Code Section 3700 et seq.)**

**PROGRESS HOUSE FLOORING PROJECT**

I am aware of the provisions of Section 3700 and following of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

---

**(Name and Title of Signer)**

---

**Signature**

---

**Date**

**Company Name**

**Business Address**

**CONTRACTOR AND SUBCONTRACTOR REGISTRATION**  
**With**  
**CA Department of Industrial Relations (DIR)**  
**(CA LABOR CODE SECTION 1725.5)**

Bidder hereby certifies that they, and all subcontractors listed on the submitted Bid Form documents, are Registered with the CA Department of Industrial Relations pursuant to requirements of CA Labor Code Section 1725.5 and will comply with all requirements as noted in the aforementioned CA Labor Code Section.

---

Signed Name

---

Date

---

Printed Name

---

CA DIR Registration No.

**NON-COLLUSION AFFIDAVIT**  
(Public Contract Code Section 7106)  
(Code of Civil Procedure Section 2015.5)

**PROGRESS HOUSE FLOORING PROJECT**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

\_\_\_\_\_, at \_\_\_\_\_,  
(Date) (City) (State)

\_\_\_\_\_  
(Name and Title of Signer)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Company Name** \_\_\_\_\_

**Business Address** \_\_\_\_\_  
\_\_\_\_\_

## PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

### PROGRESS HOUSE FLOORING PROJECT

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation:

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

By bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with Public Contract Code Section 10162 are true and correct.

**PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)**

**PROGRESS HOUSE FLOORING PROJECT**

In accordance with **Public Contract Code Section 10232**, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

By Bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with **Public Contract Code Section 10232** are true and correct.

---

**(Name and Title of Signer)**

---

**Signature**

---

**Date**

**Company Name**

**Business Address**

# LOCAL BUSINESS PREFERENCES INYO COUNTY ORDINANCE NO. 1156

## PROGRESS HOUSE FLOORING PROJECT

ORDINANCE NO. 1156

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 6.06 TO THE INYO COUNTY CODE TO PROVIDE CONTRACTING PREFERENCES FOR LOCAL AND SMALL BUSINESSES

The Board of Supervisors of the County of Inyo ordains as follows:

### SECTION 1. PURPOSE AND AUTHORITY

The purpose of this ordinance is to contribute to the economic and social well-being of all the citizens of the County by providing a contracting preference for local and small businesses. As a market participant, and pursuant to Public Contract Code § 2002, the County may award a purchasing preference to certain entities to vindicate the governmental purpose of encouraging County and regional economic development.

### SECTION 2. ADDITION OF CHAPTER 6.06 TO INYO COUNTY CODE.

Chapter 6.06 is added to the Inyo County Code to read as follows:

#### Chapter 6.06

#### CONTRACTING PREFERENCES

##### Sections:

6.06.010	Findings.
6.06.020	Definitions.
6.06.030	General Provisions.
6.06.040	Local Business and Small Business Preference.
6.06.050	Small Business Subcontracting Preference.
6.06.080	Limit On Contracting Preference.

##### 6.06.010 Findings

Businesses located in Inyo County contribute to the economic and social well-being of all the citizens of the County. Such businesses provide convenient services within the County and provide employment for County citizens. Further, the payroll paid by and income earned by local businesses tend to be largely expended within the County, which enhances the business environment in the County and the well-being of its citizens. It is in the public interest to encourage a vibrant business environment in the County. Providing modest purchasing preferences for County businesses furthers the goal of building a healthy economy in the County. Further, providing contracting preferences for all small businesses is allowed by State law, expands the types of contracts for which preferences may be given, and benefits local small businesses, also furthering the goal of building and maintaining a healthy local economy.

##### 6.06.020 Definitions.

A. A **Small Business** is a business which is certified by the State of California or the Small Business Administration as a small business.

B. A **Local Business** is a business which:

1. Has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six months immediately prior to the issuance of the request for competitive bids by the County; and
2. Holds any required business license by a jurisdiction located in Inyo County; and
3. Employs at least one full-time or two part-time employees whose primary residence is located within Inyo County, or if the business has no employees, shall be at least fifty percent owned by one or more persons whose primary residence is located within Inyo County.

4. Meets the conditions of one through three of this subsection, but within Mono or Inyo and Mono Counties, if no Inyo County local business submits a bid that is within eight percent of the lowest bid submitted.

C. A Responsive Bid is a bid which responds to the requirements of the request for bids and is submitted by a responsible bidder.

**6.06.030 General Provisions.**

A. The preferences provided in this chapter are intended to extend to the limit of the jurisdiction of Inyo County under California law. Such preferences do not apply where prohibited by Federal or State law. Such preferences do not apply where funding agencies prohibit such preferences as a condition of providing funding for the anticipated project. Where this Chapter provides preferences for multiple classes of entities, and one or more of those classes of entities are disallowed contracting preference by Federal or State law or by the funding agency, those disallowed entities will not be provided preferences, but the remaining classes of entities shall receive preferences.

B. Requests for bids or proposals issued by the County shall specify the applicable contracting preferences available pursuant to this Chapter.

**6.06.040 Local Business and Small Business Preference.**

Except as excluded by Section 6.06.030(A), for all contracts awarded by Inyo County, if the lowest responsive bid is submitted by a local business or a small business, that business shall be awarded the contract. If the lowest responsive bid is not submitted by a local business or a small business, the lowest responsive bid submitted by a local business that is within eight percent of the lowest responsive bid or by a small business that is within five percent of the lowest responsive bid shall be considered the low bid and that business shall be awarded the contract. To be eligible, a local business or a small business shall provide certification with its bid that it is such business as herein defined.

**6.06.050 Small Business Subcontracting Preference.**

For public works and road construction contracts awarded by Inyo County, where no entity qualifying under this Chapter for a contracting preference submits a responsive bid that is the lowest or within five percent of the lowest responsive bid, there shall be a preference given to bids in which at least ten percent of the monetary value of the work to be performed is subcontracted to a small business or businesses. If such bid is the lowest responsive bid, that contractor shall be awarded the contract. If such bid is not the lowest responsive bid, any such bid that is within five percent of the lowest responsive bid shall be considered the low bid, and that contractor shall be awarded the contract.

**6.06.060 Limit On Contracting Preferences.**

Contracting preferences under this Chapter shall not exceed \$10,000.00 for any one solicitation and award determination.

**SECTION 3. SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional, without regard to whether any portion of this ordinance would be subsequently declared unconstitutional or invalid.



**SECTION 4. EFFECTIVE DATE**

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against the same.

**PASSED AND ADOPTED** this 25th day of May, 2010, by the following vote:

AYES: Supervisors Arcularius, Cash, Brown, Fortney and Cervantes  
NOES: -0-  
ABSTAIN: -0-  
ABSENT: -0-

  
Richard Cervantes, Chairperson  
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio  
Clerk of the Board

By:   
Patricia Gunsolley, Assistant

s/Ordinance/ContractingProfSmBusiness

4/29/10

# SMALL BUSINESS ENTERPRISE COMMITMENT (Construction Contracts)

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE/NEXT PAGE OF THIS FORM**

Department: Inyo County Public Works Department LOCATION: Bishop, CA

PROJECT DESCRIPTION: PROGRESS HOUSE FLOORING PROJECT

TOTAL CONTRACT AMOUNT: \$ \_\_\_\_\_

BID OPENING DATE: March 8, 2018

BIDDER'S COMPANY NAME: \_\_\_\_\_

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	LICENSE INFO./CERT. No. of LOCAL AND SMALL BUSINESS ENTERPRISE AND EXPIRATION DATE	NAME AND CONTACT INFORMATION FOR LOCAL AND SMALL BUSINESS ENTERPRISE (Must be certified on the date bids are opened)	DOLLAR AMOUNT LOCAL AND SMALL BUSINESS ENTERPRISE

**For Inyo County to Complete:**

Project Number: ZP-16-044

Financing Type: \_\_\_\_\_

Contract Award Date: \_\_\_\_\_

Checked by: \_\_\_\_\_

\_\_\_\_\_

Print Name                      Signature                      Date

Total Claimed Participation	\$ _____
	_____ %

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date (Area Code) Tel. No.

\_\_\_\_\_  
Person to Contact (Please Type or Print)

INSTRUCTIONS – Small Business Enterprise Commitment (CONSTRUCTION CONTRACTS)  
(05/10)

**ALL BIDDERS:**

**PLEASE NOTE: It is the bidder's responsibility to verify that the Small Business Enterprise (SBE) subcontractors are certified by the proper certifying authorities, and submit evidence of that certification with the bid. If a SBE prime contractor is not certified on the date of the bid opening, the SBE prime contractor will not qualify for the contracting preference. If the SBE subcontractor or subcontractors are not certified on the date of bid opening, that portion of that firm's participation will not count toward the minimum ten percent of the monetary value of the work needed to qualify for the contracting preference.**

The form requires specific information regarding the construction contract: Total Contract Amount, Bid Opening Date, and Bidder's Name.

Indicate the appropriate bid item number (or numbers); Item of Work and description or services to be subcontracted or materials to be provided by the SBE; the SBE's business license information/expiration date, certification number and its expiration date; the SBE's contact information, including company and contact name, address, and telephone number; and the dollar amount expected to be paid to the SBE.

**IMPORTANT:** Identify **all** SBE firms participating in the project regardless of tier, including the prime contractor, if an SBE. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. **Provide copies of the SBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.**

There is a column for the total SBE dollar amount. Enter the Total Claimed SBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the special provisions. (If 100% of item is not to be performed or furnished by the SBE, describe exact portion of time to be performed or furnished by the SBE.)

This form must be submitted with the bid if the bidder is attempting to qualify for the SBE contracting preference. If the bidder is not attempting to qualify for the SBE contracting preference the form does not need to be submitted.

# FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS

PROJECT: PROGRESS HOUSE FLOORING PROJECT		BUSINESS ADDRESS		CONTRACT COMPLETION DATE			
PRIME CONTRACTOR		ESTIMATED CONTRACT AMOUNT					
BID ITEM NO.	SUBCONTRACTOR NAME, BUSINESS ADDRESS, AND PHONE	DESCRIPTION OF WORK PERFORMED	SBE CERT. NUMBER	CONTRACT PAYMENTS		DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-SBE	SBE		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
TOTAL				\$	\$		
		(i) Original Commitment					
		2) I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT					
		CONTRACTOR REPRESENTATIVES SIGNATURE		BUSINESS PHONE NUMBER		DATE	
		4) TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT					
		RESIDENT ENGINEER'S SIGNATURE		BUSINESS PHONE NUMBER		DATE	

To be completed by the contractor and submitted to the Resident Engineer upon project completion

## **INSTRUCTIONS - FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS**

The form requires specific information regarding the construction project, including the prime contractor name and address, contract completion date, and estimated contract amount. The objective of the form is to describe who did what by bid item numbers and description, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, SBE and non-SBE work forces. SBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

Indicate appropriate bid item number or numbers, a description of work performed or materials provided, and subcontractor name and address. For those firms who are SBE, enter the SBE certification number. The SBE shall provide their certification number to the contractor and notify the contractor in writing with the date of decertification if their status changes during the course of the project.

The form has two columns for the dollar value to be entered for the item work performed by the subcontractor. The non-SBE column is used to enter the dollar value of work performed by firms who are not certified SBEs. Enter the dollar value of work performed by firms who are SBEs in the SBE column.

If the prime contractor or a subcontractor performing work as a SBE on the project becomes decertified and still performs work after their decertification date, enter the total value performed by the contractor/subcontractor under the appropriate SBE identification column.

If the prime contractor or a subcontractor performing work as a non-SBE on the project becomes certified as a SBE, enter the dollar value of all work performed after certification as a SBE under the appropriate SBE identification column.

Enter the total of each column on the form.

# **CONTRACT AND BOND FORMS FOR**

**PROGRESS HOUSE FLOORING PROJECT**  
Bishop, CA

**ENCLOSURES:**

Contract: Inyo County Standard Contract No. 147  
Faithful Performance Bond  
Labor and Material Payment Bond

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**CONTRACT  
BY AND BETWEEN  
THE COUNTY OF INYO  
and**

\_\_\_\_\_, **CONTRACTOR**

**for the**

\_\_\_\_\_ **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR"), for the construction or removal of \_\_\_\_\_ **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

**1. SERVICES TO BE PERFORMED.** CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions listed on Exhibit "\_\_\_\_\_" within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: \_\_\_\_\_ **PROJECT**

**2. TIME OF COMPLETION.** Project work shall begin within \_\_\_\_\_ calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

**3. PAYMENT/CONSIDERATION.** For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: \_\_\_\_\_ dollars (\$\_\_\_\_\_), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

**4. ALL PROVISIONS SET FORTH HEREIN.** CONTRACTOR and COUNTY agree that this Contract shall include and consist of:

- a. All of the provisions set forth expressly herein;
- b. The Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and



c. All of the other Contract Documents, as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

**5. STANDARD OF PERFORMANCE.** Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

**6. INDEPENDENT CONTRACTOR.** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

**7. ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent

of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

**8. CLAIMS RESOLUTION.** Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by Contractor to County will follow the provisions as set forth in the Project's Special Provisions.

**9. POLITICAL REFORM ACT.** Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

**10. COMPLIANCE WITH ALL LAWS.**

**Performance Standards:** Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

**11. LICENSES.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its and/or profession.

**12. PREVAILING WAGE.** Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to submit certified payroll to County and comply with the Department of Industrial Relations regulations in submitting the certified payroll.

**13. CONTROLLING LAW VENUE.** This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

**14. WRITTEN NOTIFICATION.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo  
Public Works Department  
Attn: \_\_\_\_\_  
168 N. Edwards  
PO Drawer Q  
Independence, CA 93526

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. **AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

16. **WAIVER.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

17. **TERMINATION.** This Contract may be terminated for the reasons stated below:

a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or

b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or

c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

18. **TIME IS OF THE ESSENCE.** Time is of the essence for every provision in this Contract.

19. **SEVERABILITY.** If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

20. **CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS.** It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

21. **ATTACHMENTS.** All attachments referred to are incorporated herein and made a part of this Contract.

22. **EXECUTION.** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

23. **ENTIRE AGREEMENT.** This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

---o0o---

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

**COUNTY**

**CONTRACTOR**

COUNTY OF INYO

\_\_\_\_\_

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

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

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

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

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager

ATTACHMENT 1

PROJECT

FAITHFUL PERFORMANCE BOND  
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ as Principal, hereinafter "Contractor,"  
(Name of Contractor)  
and \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Oblige, hereinafter called County, in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has, by written Contract, dated \_\_\_\_\_, 20\_\_\_\_, entered into an Contract with the County for the Construction of the \_\_\_\_\_ PROJECT (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the County having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The

term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

---o0o---

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.**

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT:**

County of Inyo  
224 North Edwards Street, P.O. Box N  
Independence, California 93526



ATTACHMENT 2

PROJECT

LABOR AND MATERIALS PAYMENT BOND  
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_ as Principal, hereinafter "CONTRACTOR,"

and \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter

defined in the amount of \_\_\_\_\_

dollars (\$ \_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated \_\_\_\_\_, 20 \_\_\_\_\_, entered into an Contract with the County for the construction of the \_\_\_\_\_ PROJECT (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or

labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

- a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

---o0o---

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW).**

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:**

**County of Inyo  
224 N. Edwards, P.O. Box N  
Independence, California 93526**

# **SPECIAL PROVISIONS**

**FOR**

**PROGRESS HOUSE FLOORING PROJECT**

Bishop, CA

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COUNTY OF INYO  
DEPARTMENT OF PUBLIC WORKS

# SPECIFICATIONS APPROVAL

## PROGRESS HOUSE FLOORING PROJECT Bishop, CA

**These Special Provisions have been prepared by the Inyo County Public Works Department under the direction of the undersigned and are approved for the work contemplated herein.**



\_\_\_\_\_  
Director of Public Works

3/20/19

Specifications Approval Date

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**SPECIAL PROVISIONS**  
Progress House Flooring Project

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## **INTRODUCTION / GENERAL:**

The Progress House Flooring Project (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated October, 2015 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the "Contract Documents" governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

Copies of the Project Plans, the Inyo County Standard Specifications and the Caltrans Standard Specifications may be obtained from the Inyo County Public Works Department in Independence, California, or online at: [http://www.inyocounty.us/county\\_directory.htm](http://www.inyocounty.us/county_directory.htm), under Public Works.

Unless indicated otherwise, all references in this document to sections are to those in the Standard Specifications or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Standard Specifications referenced herein and these Special Provisions, the latter shall prevail and be observed.

## **PROJECT DESCRIPTION**

The work will include the installation of commercial carpeting, vinyl plank flooring and 4" rubber cove base at the Progress House, located at 135 S Jackson St, Independence, CA.

The work is more particularly described in the Plans and below, in the Project Special Provisions. All of the work shall be in accordance with all applicable State and local laws, codes, and regulations.

An optional job walk is scheduled for \_\_\_\_\_ at 9:00 a.m. at the Progress House.

## **SECTION 3 CONTRACT AWARD AND EXECUTION**

### **3-1.04 CONTRACT AWARD**

Section 3-1.04 of the Standard Specifications shall be amended as follows:

Whenever possible, the award to the lowest bidder, if made, will be made no later than thirty (30) calendar days after the opening of bid proposals. However, failure of the County to make award within thirty (30) calendar days after the opening of the bid proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required documents, within 15 days of Notification of Award, as further described in Section 3-1.18: Contract Execution.

### **3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)**

The successful bidder must furnish 2 bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the Contract amount.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the Contract amount.

The bond forms are in the Bid Book.

### **3-1.06 CONTRACTOR LICENSE**

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

1. The Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

### **3-1.07 INSURANCE POLICIES**

The successful bidder must submit:

1. Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form no. CG 0001 or similar exclusions are allowed if not inconsistent with section 7-1.06. Allowance of additional exclusions is at the discretion of the Department.
2. Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.
3. A declaration under the penalty of perjury by a CPA certifying the accountant has applied GAAP guidelines confirming the successful bidder has sufficient funds and resources to cover any selfinsured retentions if the self-insured retention is over \$50,000.

If the successful bidder uses any form of self-insurance for workers compensation in lieu of an insurance policy, it shall submit a certificate of consent to self-insure under Labor Code § 3700.

### **3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION**

This section is amended as follows.

This project is subject to Inyo County Ordinance No. 1156, *An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 6.06 to the Inyo County Code to Provide Contracting Preferences for Local and Small Businesses*, which is included in the bid package.

Take necessary and reasonable steps to ensure that small business enterprises (SBEs) have opportunity to participate in the contract.

Make work available to SBEs and select work parts consistent with available SBE subcontractors and suppliers.

To qualify for the SBE contracting preference as described in Inyo County Ordinance No. 1156 (Ordinance No. 1156), Section 6.06.040, the bidder must show that he/she is a SBE as described in Ordinance No. 1156 Section 6.06.020.

To qualify for the SBE subcontracting preference as described in Ordinance No. 1156, Section 6.06.050, the bidder must show that the subcontractor(s) proposed for work on the project is/are a SBE(s) as described in Ordinance No. 1156 Section 6.06.020.

**It is the bidders responsibility to verify that the SBE(s) is certified as a small business enterprise at the date of bid opening.**

#### **SBE Contracting Preference Commitment Submittal**

If the bidder is claiming the SBE contracting preference, submit SBE information on the “Small Business Enterprise Commitment (Construction Contracts),” form included in the Bid Package. If the bidder is not claiming the SBE contracting preference remove the form from the Bid Package before submitting your bid.

Submit written confirmation from each SBE subcontractor stating that it is participating in the contract. Include confirmation with the SBE Commitment form. A copy of a SBE subcontractor’s quote will serve as written confirmation that the SBE is participating in the contract.

**SUBCONTRACTOR AND SBE RECORDS.** The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every SBE subcontractor, SBE vendor of materials and SBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. SBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on “Final Report – Utilization of Small Business Enterprises - (SBE), First-Tier Subcontractors,” certified correct by the Contractor or his authorized representative, and submitted to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

### **3-1.18 CONTRACT EXECUTION**

The successful bidder must sign the Contract form.

Deliver two (2) fully executed (except for the County's signature) to the Office Engineer:

1. Signed Contract form
2. Contract bonds
3. Documents identified in section 3-1.07
4. Payee Data Record
5. Small Business (SB) Participation Report form
6. For a federal-aid contract, Caltrans Bidder - DBE Information form

The Office Engineer must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

A copy of the Contract form is included in your bid book.

## **SECTION 7        LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

Amended to read as follows:

### **7-1.02K (2)    WAGES**

The general prevailing wage rates, determined by the Department of Industrial Relations, for Inyo County, are available at the County of Inyo address or the California DIR web site at <http://www.dir.ca.gov>. Changes are available at the same locations. These wage rates are not included in the Contract Documents. All labor will be paid at not less than these minimum wage rates.

### **ADD TO 7-1.02K (3) CERTIFIED PAYROLL RECORDS (LABOR CODE §1776)**

Keep accurate payroll records. Submit a copy of your certified payroll records, weekly, including those of subcontractors to the following:

1. Inyo County Department of Public Works
2. Division of Labor Standards Enforcement of the Department of Industrial Relations
3. Division of Apprenticeship Standards of the Department of Industrial Relations

Include:

1. Each employee's:
  - 1.1. Full name
  - 1.2. Address
  - 1.3. Social security number
  - 1.4. Work classification
  - 1.5. Straight time and overtime hours worked each day and week
  - 1.6. Actual wages paid for each day to each:

- 1.6.1. Journeyman
- 1.6.2. Apprentice
- 1.6.3. Worker
- 1.6.4. Other employee you employ for the work
- 1.7. Pay rate
- 1.8. Itemized deductions made
- 1.9. Check number issued
- 2. Apprentices and the apprentice-to-journeyman ratio

Each certified payroll record must include a Statement of Compliance signed under penalty of perjury that declares:

- 1. The information contained in the payroll record is true, correct, and complete
- 2. The employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
- 3. The wage rates paid are at least those required by the Contract

**7-1.05 INDEMNIFICATION**

Contractor shall hold harmless, defend, and indemnify the County of Inyo and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees and litigation costs, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

**7-1.06 INSURANCE**

**7-106A GENERAL**

- 1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII if admitted in the State of California. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.
- 2. VERIFICATION OF COVERAGE: Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. We strongly recommend obtaining a copy of the policy

declarations and endorsement page (make this a requirement in your Contract) to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.

3. **SUBCONTRACTORS:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
4. **SPECIAL RISKS or CIRCUMSTANCES:** Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
5. **CONTRACTOR'S LIABILITY NOT LIMITED BY INSURANCE:** Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's sureties.

### **7-1.06C WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

See Contractor's Labor Code Certification, Bid Certifications Page 2.

Provide Employer's Liability Insurance in amounts not less than:

1. \$1,000,000 for each accident for bodily injury by accident
2. \$1,000,000 policy limit for bodily injury by disease
3. \$1,000,000 for each employee for bodily injury by disease

Waive all rights of subrogation against the County, its officers, officials, employees and volunteers for losses arising from work performed by you.

### **7-1.06D LIABILITY INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

4. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

#### **7-1.06I SELF-INSURANCE**

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, the Contractor shall provide coverage to reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide evidence satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

#### **OTHER INSURANCE PROVISIONS**

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
  1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
  2. For any claims related to this project, **the Contractor's insurance coverage shall be primary insurance** coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.
- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
  1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
  2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.



4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

## **SECTION 8 PROSECUTION AND PROGRESS**

Amended to read as follows:

### **ADD TO 8-1.05 TIME**

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than **Twenty Five (25) Calendar days** from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the "Time for Completion".

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute material breach of this Contract entitling the County to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 1017.09 SS, "EXTENSION OF TIME."

### **8-1.10 LIQUIDATED DAMAGES**

In accordance with Government Code Section 53069.85, the Contractor shall pay to the County of Inyo, liquidated damages in the amounts of:

**\$300.00** per day for each and every calendar day delay in finishing work in excess of the Time for Completion specified.

The County shall be entitled to deduct the amounts of liquidated damages from any payment otherwise due to the Contractor.

## **PUBLIC CONTRACT CODE SECTION 9204**

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a

lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

# CARPET AND VINYL FLOORING SPECIFICATIONS

## PART 1 - GENERAL

### 1.01 SUMMARY:

#### A. Section Includes

1. Preparation of surfaces to receive carpet.
2. Carpet
3. Vinyl sheet flooring
3. Accessories
  - Wall Base
  - Transitions: Carpet Reducer

#### B. Substitutions

1. Requests for product substitutions shall be submitted and approved by the County's representative 5 days prior to bid date. No substitutions will be considered after this date.
2. Approved substitutions will be acknowledged in an addendum issued prior to bid date.
3. Consideration will be given to only those submittals containing samples, product specifications in the format used herein, and certified test reports to compliance with this section.
4. Samples shall be accompanied by the manufacturer's certification on company letterhead, certifying equal qualification with every requirement as specified herein and signed by an officer of the company.

### 1.02 QUALITY ASSURANCE

#### A. Qualifications of Manufacturers:

1. Carpet manufacturer shall have been manufacturing commercial carpet continuously for a period of 10 years.
2. Manufacturer shall be able to produce a significant portfolio attesting to the quality of their products.
3. Secondary backing system must be applied by manufacturer and should be of a layered, composite construction. Carpet backings and components shall be assembled in-house by named manufacturer.
4. Manufacturer shall be able to supply documented evidence that the backing system they offer has been in use by that manufacturer for a minimum of 5 years. Final determination and qualification of a manufacturer rests solely with the County.

#### B. Qualifications of Installers:

1. The installation firm shall only use installers certified by specified manufacturer and shall provide, if requested, a letter by the local manufacturer's representative indicating compliance to this section.
2. Installer shall provide, if requested, proof of not less than five (5) years experience with commercial carpet installation in occupied areas with demonstrated previous experience on similar projects.

3. Lead installer to have a minimum of 4 years certifiable apprenticeship training.

C. Product Performance Testing for carpet:

1. Flame/Smoke Resistance. Class I
2. Radiant Panel Test ASTM-E-648: Class I.
3. Smoke density tests NFPA 258 or ASTM-E-662: less than or equal to 450
4. Static Resistance AATCC-134: Less than or equal to 3.5 kV.

1.03 DELIVERY

- A. Carpeting shall be delivered to the job site in original boxes with each box having its register number properly attached, clearly marked as to size, dye lot, quantity, and material.
- B. Material shall be stored in an enclosed and dry area protected from damage and soiling.

1.04 PROJECT CONDITIONS:

- A. Floor covering installation contractor shall visit the site and be responsible for all measurements and job conditions.
  - a. The County will be responsible for moving furniture. Contractor shall coordinate with the County and agree on a project schedule

1.05 WARRANTY

- A. Manufacturer's Warranty – Products shall be warranted for a minimum period of:
  - i. Carpet – 10 years from date of invoice
  - ii. Vinyl – 10 from date of invoice
- B. Floor Covering Installation Contractor's Warranty: Submit a certificate guaranteeing the installation to be free of defects in workmanship for a period of two years. The certificate shall include the following statement: Installer shall at his own expense and upon written notice from the County or his representative, promptly correct/replace any and all improper work and material that may become apparent within two years after the date of Substantial Completion. This warranty shall be in addition to and not a limitation of other rights the County may have against the contractor under the contract documents.

1.06 COUNTY'S EXTRA MATERIAL

- A. Provide one extra box of vinyl plank (20-36 sqft).

**PART 2 – PRODUCTS**

2.01 Acceptable Materials

- A. Carpet: Camden Harbor II, by Philadelphia Commercial or County approved equivalent
- B. Vinyl: Mohawk Configurations Vinyl Plank or County approved equivalent with 20 mil wear layer.
- C. Accessories:
  1. Wall Base: 5008V 4" Cove Base, Thermoplastic Rubber, by Philadelphia Commercial, or County approved equivalent

2. Transitions: 5015V Tile-Carpet Reducer, by Philadelphia approved equivalent

The County will review equivalent products, which meet the technical specifications listed herein no later than 5 days before bid opening. Unless otherwise amended, no “value engineering” suggestions will be entertained on this item and bidders are expected to comply with these specifications. Any additional approvals will be issued by an addendum prior to bid date.

2.02 SUBMITTALS

Specification sheets shall be supplied by the carpet and vinyl manufacturers and contain a minimum of the following details:

- A. Manufacturer’s Certification: Show compliance to required codes and traffic ratings for the intended applications.
- B. Safety Data Sheets (SDS) available for flooring product, adhesives, patching/leveling compounds, floor finishes and cleaning agents.
- C. Maintenance Instructions
- D. Sample Manufacturers’ Warranty

Color and Pattern shall be discussed with the County prior to ordering materials.

2.03 ACCESSORIES

- A. Sub-floor sealers, fillers, primers, and adhesives shall be those which are approved by the manufacturer of the carpet and vinyl.
- B. Miscellaneous Materials – As recommended by manufacturer of carpet and vinyl, and selected by Installer to meet project circumstances and requirements. All strippers required for the effective removal of old adhesives from subfloor or other surfaces must be environmentally friendly, produce no V.O.C. exceeding federal test standards and should be of the organic type (i.e. De-Solv-It by Orange Sol).

**PART 3-EXECUTION**

3.01 EXECUTION

- A. Inspect new and existing substrates. Verify suitability of substrates to accept carpet installation. Beginning installation in any given area means acceptance of all surfaces and conditions affecting the work of this area by the floor covering installation contractor.
- B. Where primers/sealers are used, their compatibility with adhesive shall be verified prior to starting work.

3.02 PREPARATION

- A. Perform all substrate preparation procedures in strict accordance with carpet and adhesive Manufacturer’s recommendations.
- B. Surfaces to receive flooring must be free of dirt, solvents, oil, grease, paint, plaster, moisture and other substances detrimental to proper performance of adhesive and carpet.
- C. Site Conditions:

1. Temperature – Carpet and adhesive must be between 65°F-95°F. Do not begin installation if the subfloor temperature is below 50°F.
2. Humidity – The site’s ambient relative humidity must not exceed 65%.
3. pH – The concrete base must have a pH between 5.0 and 9.0. Test in several locations.

### 3.03 INSTALLATION

Carpet tile shall be installed according to manufacturer recommendations regarding adhesives, grid lines, etc. The carpet tile manufacturer will warranty adhesive and backing compatibility with the existing substrate. As this is occupied area, only adhesives with no detectable VOC’s will be utilized and MSD sheets presented and approved by end user prior to installation. In addition to the above the following must be complied with:

1. Each nightly transition of new and old carpet shall integrate cleanly with no open floor areas or trip hazards.
  2. Exposed wall base shall be replaced.
  3. Detail clean and vacuum after each installation session.
- E. Disposal: Carpeting removed from site shall be reclaimed or recycled, and not landfilled, with 3<sup>rd</sup> party certification provided to County.
- F. Inspection and Acceptance: Upon completion of the installation the County shall inspect and verify that the work is complete and satisfactory.

### 3.04 CLEANING

- A. Upon completion of the installation, remove all waste materials, tools and equipment. Waste shall be disposed of offsite.
- B. Prior to final acceptance, thoroughly vacuum the entire floor surface using commercial vacuums.
- C. Provide protection methods and materials needed to ensure that carpeting will be without deterioration or damage at time of substantial completion of work.

### 3.05 MAINTENANCE INSTRUCTIONS

- A. Furnish County with carpet manufacturer’s recommended carpet extraction and spot cleaning procedures. Provide instruction to County’s maintenance personnel on carpet care and cleaning.

**END OF SECTION**



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# PLANS

FOR

**PROGRESS HOUSE FLOORING PROJECT**  
Bishop, CA

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INDEX OF SHEETS

1. TITLE AND LOCATION MAP
2. PROGRESS HOUSE FLOOR PLAN



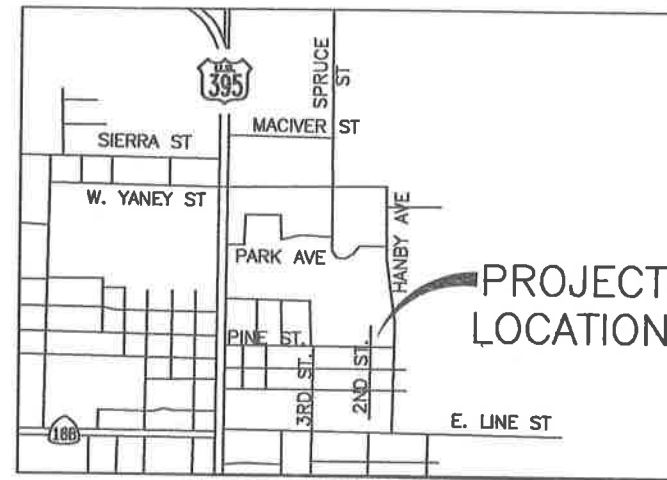
COUNTY OF INYO  
DEPARTMENT OF PUBLIC WORKS  
PLANS FOR THE  
PROGRESS HOUSE FLOORING PROJECT  
AT  
PROGRESS HOUSE, BISHOP, CA

PROJECT. NO. ZP 16-044

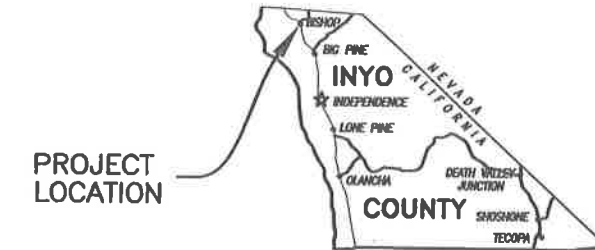


GENERAL NOTES

1. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THESE DRAWINGS AND THE CONDITIONS EXISTING IN THE FIELD. THE CONTRACTOR SHALL COMPARE ALL DRAWINGS AND VERIFY THE FIGURES BEFORE LAYING OUT THE WORK AND WILL BE RESPONSIBLE FOR ANY ERRORS WHICH MIGHT HAVE BEEN AVOIDED THEREBY. IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER IN A TIMELY MANNER OF ANY APPARENT ERROR OR OMISSION ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING WORK INCORRECTLY DONE AT THE CONTRACTOR'S OWN EXPENSE.
2. PAYMENT FOR WORK SHOWN ON THESE PLANS EITHER SPECIFIED OR INFERRED, BUT NOT IN THE BID PROPOSAL SHALL BE CONSIDERED AS INCLUDED IN OTHER ITEMS OF WORK.
3. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS, THE 2015 INTERNATIONAL BUILDING CODE (IBC), THE 2013 CALIFORNIA BUILDING CODE (CBC), THE 2013 UNIFORM BUILDING CODE (UBC), THE UNIFORM FIRE CODE (UFC), AND OTHER GOVERNING REGULATIONS.
4. ALL CONSTRUCTION WILL BE SUBJECT TO FINAL APPROVAL BY THE INYO COUNTY PUBLIC WORKS DEPARTMENT.
5. INSPECTION DURING CONSTRUCTION SHALL BE REQUIRED TO ENSURE CONSTRUCTION MATERIALS AND METHODS ARE IN ACCORDANCE WITH THE INYO COUNTY PUBLIC WORKS STANDARD SPECIFICATIONS AND THESE PLANS.
6. THE PROJECT SHALL BE BUILT PER PLAN. ALL FIELD CHANGES MUST BE PRE-APPROVED BY THE INYO COUNTY ENGINEER.
7. IN ACCORDANCE WITH THE GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS AT THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTIES OF THE PROJECT CIVIL ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY IN, ON OR NEAR THE CONSTRUCTION SITE.
8. PROJECT LOCATION: PROGRESS HOUSE - 536 N. 2ND STREET, BISHOP, CA



BISHOP VICINITY MAP  
NOT TO SCALE

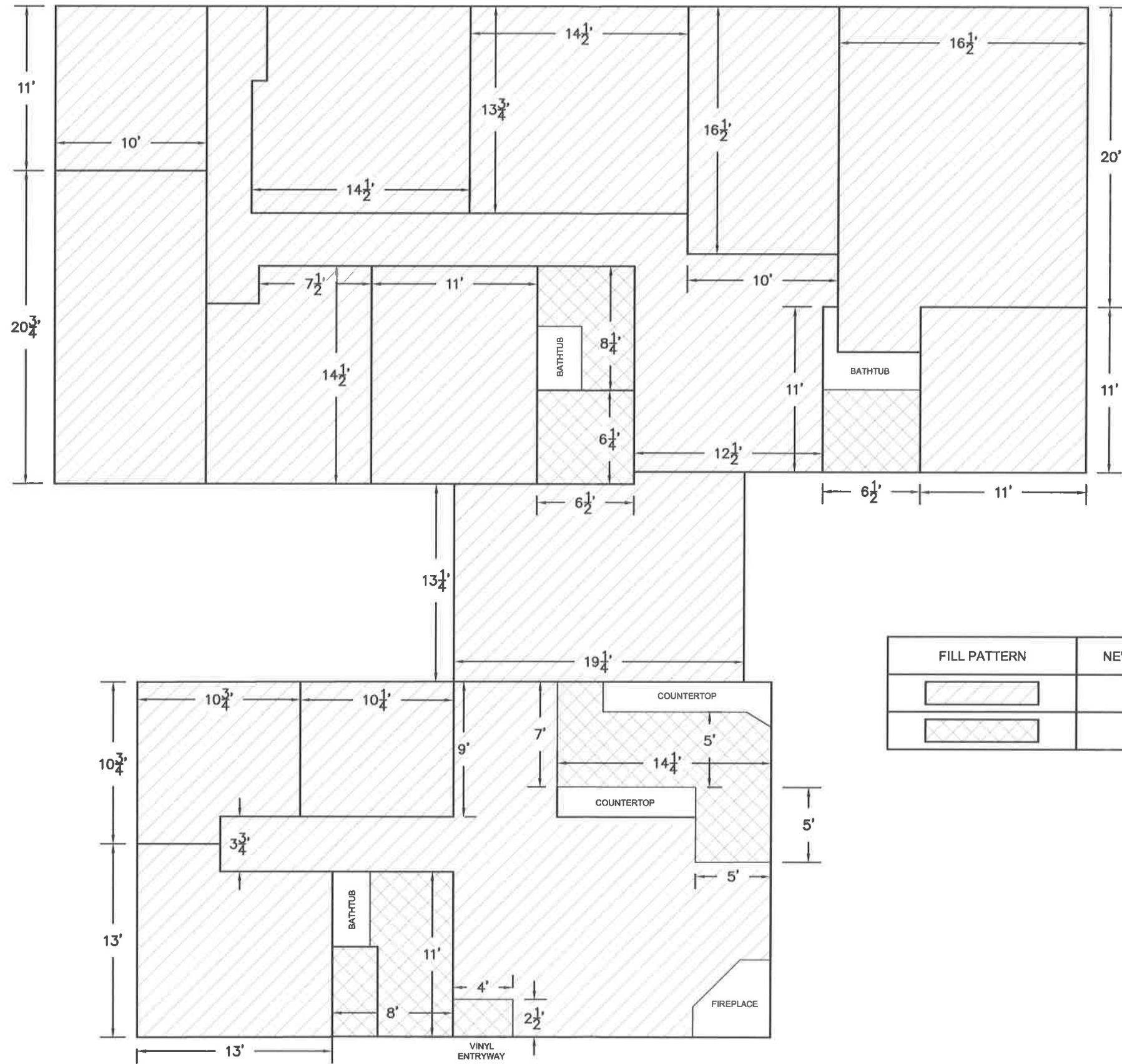


*Clint G. Quilter*  
CLINT G. QUILTER, DIRECTOR  
INYO COUNTY PUBLIC WORKS

3/19/18  
DATE

Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		<b>PROGRESS HOUSE FLOORING PROJECT</b> Bishop, CA	
Drawn by: A HELMS Date: 2/18	Checked By: J PINCKNEY Date: 3/18	Date: March 2018	Drawing Name: Progress House Flooring.dwg SHEET 1 OF 2

NOTE:  
CONTRACTOR IS RESPONSIBLE FOR  
CRITICAL MEASUREMENTS,  
DIMENSIONS SHOWN IN THESE PLANS  
ARE APPROXIMATE INTERIOR  
DIMENSIONS.



FILL PATTERN	NEW FLOORING TYPE	APPROXIMATE AREA
	CARPET	335 SQYD
	VINYL PLANK	35 SQYD

**FLOOR PLAN**  
**SCALE 1:8**

2nd St

Drawing Prepared by:  
**INYO COUNTY PUBLIC WORKS**  
168 N. Edwards, P.O. Drawer Q  
Independence, CA 93526  
(760) 878-0201

**PROGRESS HOUSE**  
**FLOORING PROJECT**  
Bishop, CA

Drawn by: A HELMS	Date: 2/18	Checked By: J PINCKNEY	Date: 3/18	Date: March 2018	Drawing Name: Progress House Flooring.dwg	<b>SHEET 2 OF 2</b>
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**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
13

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Parks & Recreation

**FOR THE BOARD MEETING OF:** April 3, 2018

**SUBJECT:** Proposed Star Gazing Area at Independence Creek Campground

**DEPARTMENTAL RECOMMENDATION:**

Request your Board receive a presentation regarding a proposal to dedicate a portion of Independence Creek Campground as a star gazing area and approve the plan in concept.

**SUMMARY DISCUSSION:**

One of Inyo County's unique features is the amazing view of the night sky. As the rest of California has developed, air pollution and light pollution have obliterated people's view of the stars. As such, Inyo County has become a preferred destination for amateur astronomers and others who want to take in the beauty of the stars.

The Parks and Recreation Department has been contacted by individuals in the area who would like to promote stargazing in Inyo County by making those who come here to look at the stars comfortable and welcome. In order to do so, a request has been made to designate a portion of Independence Creek Campground to stargazing. The concept is to cordon off a portion of the campground, put in a few benches, place some signs and then promote the area as a place where like-minded people can gather to enjoy the night sky.

Ms. April Zrelak has been actively working on this proposal and will make a presentation to your Board explaining the details. County staff has reviewed the area with the proponents and has no objections. Staff believes that the project will not negatively impact the experience of campers and may encourage greater usage at the site. If approved by your Board, most, if not all, of the work can and will be done by volunteers. Therefore, no funds are requested at this time for the project.

**ALTERNATIVES:**

Your Board is under no obligation to approve the concept and could choose not to receive the report.

**FINANCING:**

N/A

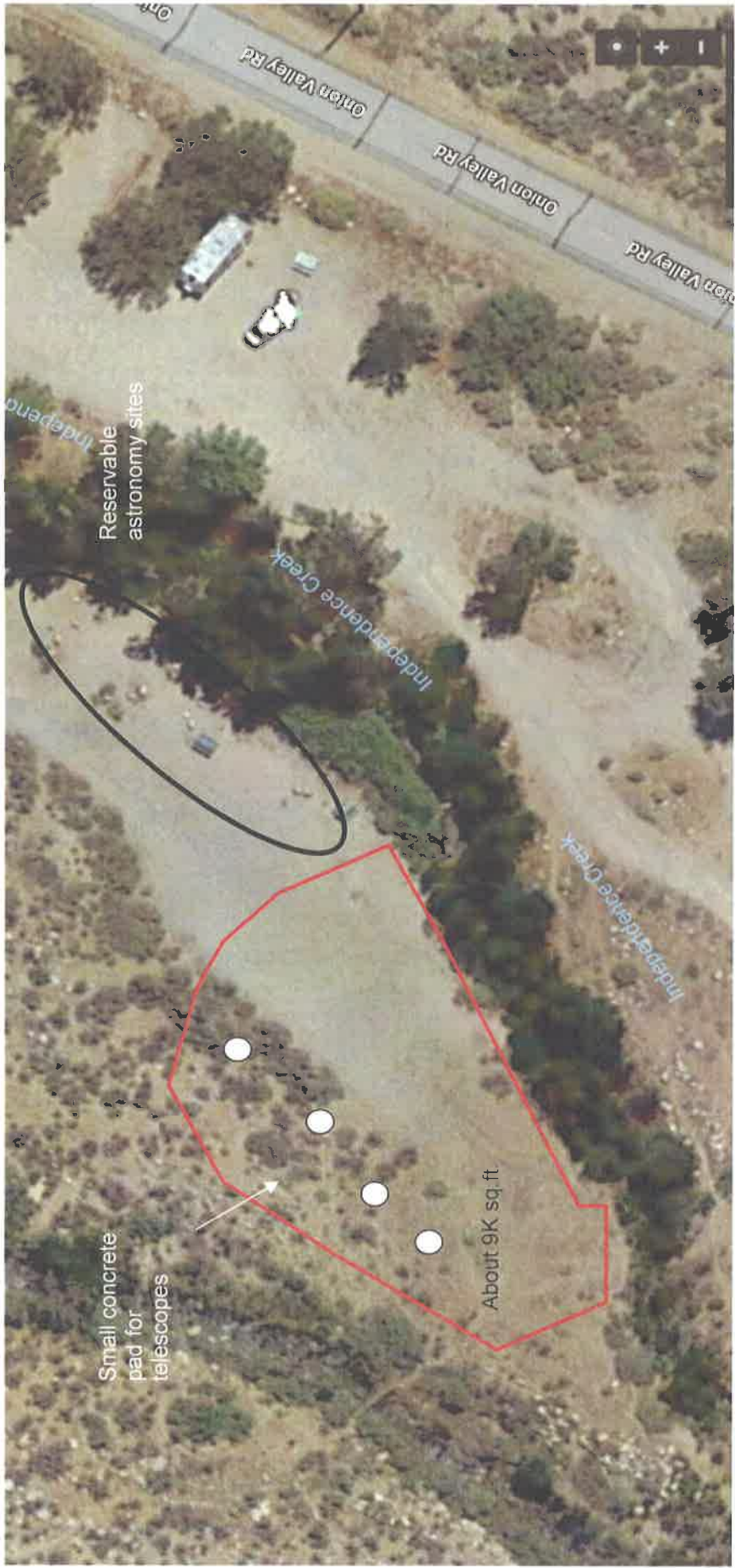
<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  <div style="text-align: right;">Approved: <u>      N/A      </u> Date <u>                    </u></div>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  <div style="text-align: right;">Approved: <u>      N/A      </u> Date <u>                    </u></div>
PERSONNEL DIRECTOR:  N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  <div style="text-align: right;">Approved: <u>      N/A      </u> Date <u>                    </u></div>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)  
(The Original plus 14 copies of this document are required)

*Richard J. Benson*

Date: 3/21/18



Reservable astronomy sites

Orton Valley Rd

Orton Valley Rd

Orton Valley Rd

Independence Creek

Independence Creek

Independence Creek

Small concrete pad for telescopes

About 9K sq. ft.





**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

14

Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

FROM: Water Department

FOR THE BOARD MEETING OF: April 3, 2018

SUBJECT: Inyo County/Los Angeles Standing Committee Meeting – April 9, 2018

**DEPARTMENTAL RECOMMENDATION:**

A meeting of the Inyo County/Los Angeles Standing Committee is scheduled for April 9, 2018, at the John Ferraro Building, Board Room 1555-H, 111 N. Hope Street, Los Angeles, California, California. Pursuant to Resolution 99-43 and the Long-Term Water Agreement, your Board sets policy for the County's representatives to the Standing Committee. The Water Department requests your Board provide direction to the County's Standing Committee representatives.

**SUMMARY DISCUSSION:**

The Standing Committee agenda has not been finalized as of the drafting of this Agenda Request, but several contentious matters will need to be addressed at the meeting. A copy of the Standing Committee agenda proposed by the County of Inyo is attached and, at this time, it is anticipated that the Standing Committee agenda will include an update on runoff and operations; a brief presentation from the Inyo Mono Agricultural Commissioner regarding the intrinsic economic relationship between agricultural leases identified in the Long Term Water Agreement (LTWA) and similar leases LADWP lets in Mono county with a request that the Agricultural Commissioner be invited to make a presentation of the recently completed Economic Profile of Agriculture in Inyo & Mono Counties to the LADWP Board of Water and Power Commissioners; resolution of a dispute initiated by LADWP over whether a monitoring plan for the Well 385R test has been jointly developed in conformity with Section VI of the LTWA; resolution of dispute initiated by LADWP over whether the goals of the Five Bridges Mitigation Project have been met; consideration LADWP's proposed new enhancement/mitigation project to supply water to Inyo County landfills; and, consideration of other new enhancement/mitigation projects proposed by Inyo County.

**Runoff and operations update.** The runoff forecast should come in around 80% of normal according to LADWP's forecaster.

**Economic Profile of Agriculture in Inyo & Mono Counties presentation.** This is expected to be a summary presentation, condensing the information shared by the Inyo Mono Agricultural Commissioner with your Board on March 20<sup>th</sup>, that highlights the connections between LADWP's agricultural leases Inyo County, as contemplated in the LTWA with the Department's agricultural leases in Mono County when the leases are held by the same lessee. The Standing Committee representatives are encouraged to ask that the Agricultural Commissioner make a more detailed presentation to the entire LADWP Board of Water and Power Commissioners.

**Dispute over whether a monitoring plan for the Well 385R test has been jointly developed in conformity with Section VI of the LTWA.** In a letter dated February 22, 2018, LADWP initiated dispute resolution over

“[w]hether LADWP and Inyo County, acting through the Technical Group, jointly developed a monitoring program for Well 385R, as required by Section VI of the Long Term Water Agreement.” At the March 14, 2018 Technical Group meeting, LADWP posed this question in the form of a motion: “Has a monitoring plan for the Well 385R test been jointly developed in conformity with Section VI of the LTWA?” LADWP answered “yes” and the County answered “no.” A report is forthcoming on this matter and will be provided to your Board as soon as it is complete.

**Resolution of dispute over whether the goals of the Five Bridges Mitigation Project have been met.** In a letter dated February 28, 2018, LADWP initiated dispute resolution over whether “the goals outlined in the 1999 Revegetation Plan been met; what are LADWP’s continuing obligations in Five Bridges, if any; and consideration by the Technical Group of revised management in Five Bridges, to the extent that any management plan is relevant.” The March 14 Technical Group meeting was continued to March 19, and again continued to March 26. At the March 26 meeting, LADWP a motion related to its dispute to request:

“...that the Technical Group agree that the Five Bridges Impact Area has attained the vegetation goal relating to composition and cover, as produced and developed by Dr. Bill Platts, and stated in the 1999 Revegetation Plan.

Specifically, Dr. Platts established the goal as follows:

‘Restore the area to a complex of vegetation communities with similar species composition and cover as exists at local similar sites. The goal will be attained when the desired vegetation conditions are achieved and sustainable.’ ”

Inyo County did not agree, and made a motion to approve the following request:

“...that the Technical Group agree that the Five Bridges Impact Area has not attained the vegetation goal relating to composition and cover, as stated in the 1999 Revegetation Plan.

Specifically:

‘Live cover and composition numbers are from on-site mapping during the 1984-87 vegetation inventory. For Alkali Meadows, live cover goals are 60% composed of four different perennial species. Riparian Scrub live cover live cover goals are 90% composed of four different perennial species. Composition numbers are 75% of the previously mapped number of species.’ ”

LADWP did not agree to this request. A report on this matter is forthcoming and will be provided to your Board as soon as it is completed.

**Consideration LADWP’s proposed new enhancement/mitigation project to supply water to County landfills.**

At a January 23, 2018 Technical Group meeting, LADWP formerly initiated discussion of a proposed a new enhancement/mitigation project whereby LADWP would agree to supply water to the County landfills. Jim

Yannotta made the following statement at the Technical Group meeting to introduce the project and explain LADWP's rationale for proposing the new project:

LADWP is proposing to use the Long Term Water Agreement to provide Inyo County with the assurance that it will enjoy permanent supply of water for use at the three County operated landfills, whether the surface ground is owned by LADWP or by Inyo County. Our effort in returning to this discussion at this Tech Group is based on the discussion from the Technical Group this past August\*, when the idea to use the Long Term Water Agreement's E/M provisions to provide water for the landfills, the County indicated that it was surprised by the idea and needed to discuss the idea with their Board of Supervisors. The overall effort to utilize the Long Term Water Agreement is in response to and anticipation of results from the County's findings at its Necessity hearing in August which found that commendation of the City of Los Angeles's water rights is necessary for landfill operation. The Long Term Water Agreement however provides the County and the City with the unique tool to provide water. Therefore, the intent to condemn LADWP's water rights is unnecessary. The Standing Committee is vested with the authority to agree on the development and designation of new E and M projects and LADWP believes that the Tech Group is perfectly situated to develop a proposal to permanently supply water to the landfills; therefore, LADWP is willing to agree to the use of the power and efficiency of the Long Term Water Agreement to establish a permanent supply of water to the landfills, thereby negating the necessity of condemnation. In our opinion the matter could be ready for our next Standing Committee meeting and hopefully we can discuss the potential technical components of that idea today.

\* Note: This item was not identified on the agenda for August Tech Group meeting referenced by Mr. Yannotta. Rather, LADWP representatives introduced the idea as part of the discussion of the agenda for the September 7, 2017 Standing Committee meeting that was subsequently canceled.

In addition to failing to demonstrate how the proposal is either a mitigation project or an enhancement project, based on Mr. Yannotta's statement, it is clear that LADWP views its proposal as a means of affecting the pending eminent domain litigation the County has initiated with regard to landfill properties.

Consideration of other enhancement/mitigation projects proposed by Inyo County. At the January 23, 2018, Technical Group meeting, LADWP initiated a discussion proposing the establishment of a new Enhancement/Mitigation Project to supply water to Inyo County landfills, and agreed to provide a detailed proposal at a subsequent Technical Group meeting. Of note at the January 23<sup>rd</sup> meeting, LADWP representatives indicated that:

"I don't think the volume is that great."

and

"I'm not looking at this as taking water away from another enhancement/mitigation . . ."

These and other comments suggested that LADWP was willing to consider adding new E/M Projects to the Long Term Water Agreement and, in doing, so was (a) willing to abandon its previous position that all E/M

projects needed a source or replacement water; and (b) that “new” water could be used for in-Valley uses without charge and in conformance with the City Charter.

Accordingly, the County indicated that it would introduce a number of ideas for new enhancement/mitigation projects at the next Technical Group meeting. At the March 14, 2018, Technical Group meeting, County staff proposed a number of new E/M Projects, noting that many were already past practices of LADWP and/or provided for through the LTWA (and that providing assurance could curtail potential disputes in the future) including:

- Independent water supply for the Lone Pine FFA Farm. Currently, the Farm’s allotment comes from the Van Norman Field E/M Project.
- Irrigation of the Bartell Parcel in Big Pine. This Los Angeles-owned parcel has historically been irrigated, but LADWP and the County disagree over LADWP’s obligation to maintain irrigation on the parcel. Rather than potentially dispute the sites status under the LTWA, this project would dedicate a water to the parcel for a yet to be identified use.
- Water supply for Bishop and Lone Pine golf courses. Arguably Type E vegetation under the LTWA, creating a new E/M Project to dedicate a water supply for the golf courses would resolve uncertainties over their future irrigation supply caused when LADWP curtailed and threatened to begin charging for the facilities’ water; eliminate a potential LTWA dispute regarding Type E Vegetation; and maintain environmental and water supply protections the golf courses provide.
- Water supply for County parks and campgrounds. Similar to the issues with golf course, creating new E/M Projects to dedicate a water supply for County parks and campgrounds not already identified in the LTWA would eliminate a potential LTWA dispute regarding Type E vegetation and resolve uncertainties over LADWP’s indication that it wants to begin charging for water.
- Water supply for Mono County agricultural leases. Although not subject to the Inyo/Los Angeles Agreement, agricultural leases in Mono County are economically linked to Inyo County lessees (which are subject to the LTWA) and the County as a whole. As such, the viability of Inyo County agriculture contemplated in the LTWAs is tied to the viability of the Mono County leases. Maintaining irrigation on Mono County leases would be an economic and environmental enhancement for Inyo County.
- Construct the Big Pine Veterans Path Project. This water-neutral project could be approved, constructed, and maintained by LADWP as an enhancement/mitigation for Big Pine (LADWP’s most heavily pumped wellfield).
- Increased allotment for town water systems. This would enhance the town’s residents’ ability to maintain vegetation on in-town properties.
- Water supply for County Farm property in Big Pine. The County Farm property cannot be efficiently irrigated with the County’s Big Pine Water Association shares as managed by LADWP. LADWP could and should dedicate a supply of water to the County Farm sufficient to fully irrigate the Farm.

- Saddle clubs. Owens Valley saddle clubs should be allotted a firm water supply similar to levels previously provided by LADWP.

Contrary to statements made by LADWP representatives at the January 23<sup>rd</sup> Technical Group meeting, and clearly inconsistent with LADWP's own proposed new enhancement/mitigation project to supply to County landfills, on March 14<sup>th</sup> LADWP representatives indicated that the Department has two prerequisites for considering new E/M Projects:

1. The new E/M Project must be water neutral (although that term was not identified and LADWP could not or would not indicate how much water was/is budgeted for existing E/M Projects).
2. The County had to bear any costs associated with the new E/M Project.

Fortunately, irregularities in LADWP's position notwithstanding, many of the new E/M projects proposed by the County have a long history of being supplied with water – so there is no “new” water commitment. And similarly, because many of the new E/M projects already exist (but are not afforded the protections of E/M Project status LADWP now seems to be interested in providing) there is little or no cost associated with the proposal. For example, the agricultural leases in Mono County have included an identified water supply for decades, and the County of Inyo would be glad to draft and administer new Mono County agricultural leases at no cost the LADWP. Therefore, because many of Inyo County's proposed new E/M Projects satisfy the two prerequisites cited by LADWP's senior management, LADWP's concurrence in adding many of these projects should be readily forthcoming.

Concerning adoption of new enhancement/mitigation projects, Water Agreement Section X provides that:

New enhancement projects will be implemented if such projects are approved by the Inyo County Board of Supervisors and the Department, acting through the Standing Committee.

Implied is that the Inyo County Board of Supervisors is the entity that determines what constitutes an “enhancement” project in Inyo County. In making this determination, your Board may want to first consider those projects that should be easy to include in the E/M framework due to having a historic water supply and little or no cost.

**ALTERNATIVES:**

**OTHER AGENCY INVOLVEMENT:**

LADWP.

**FINANCING:**

N/A

**APPROVALS**

COUNTY COUNSEL:  <b>N/A</b>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date: _____
AUDITOR/CONTROLLER:  <b>N/A</b>	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: _____ Date: _____
PERSONNEL DIRECTOR:  <b>N/A</b>	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)  Date: 3/29/2018

## AGENDA

# INYO COUNTY/LOS ANGELES STANDING COMMITTEE

11:00 p.m.

April 9, 2018

Board Room 1555-H, John Ferraro Building  
111 N. Hope Street  
Los Angeles, California

*The public will be offered the opportunity to comment on each agenda item prior to any action on the item by the Standing Committee or, in the absence of action, prior to the Committee moving to the next item on the agenda. The public will also be offered the opportunity to address the Committee on any matter within the Committee's jurisdiction prior to adjournment of the meeting.*

1. **Action Item:** Approval of documentation of actions from the May 11, 2017 meeting.
2. Runoff and Operations update.
3. Presentation by Inyo/Mono Agricultural Commissioner. Introduction to An Economic Profile of Agriculture in Inyo & Mono Counties and the intrinsic economic relationship between LADWP agricultural leases in Inyo County, required by the Long Term Water Agreement and agricultural leases in Mono County, and request to make a full presentation to the LADWP Board of Water and Power Commissioners.
4. **Action Item:** Resolution of a dispute initiated by LADWP over whether LADWP and Inyo County, acting through the Technical Group, jointly developed a monitoring program for Well 385R, as required by Section VI of the Long Term Water Agreement.
5. **Action Item:** Resolution of a dispute initiated by LADWP whether the goals outlined in the 1999 revegetation plan have been met for the Five Bridges Impact Area, LADWP's continuing obligations in Five Bridges, if any, and Technical Group consideration of revised management plans for the described area, to the extent any management plan in is relevant.
6. **Action Item:** Consideration of a new Enhancement/Mitigation project to supply water to Inyo County landfills pursuant to Water Agreement Section X.
7. **Action Item:** Consideration of other new enhancement/mitigation projects pursuant to Water Agreement Section X.
8. Public Comment.
9. Confirm schedule for future Standing Committee meetings, including a Standing Committee meeting in Inyo County that must be held no later than April 20, 2018 if the Technical Group is unable to resolve the disputes identified by Inyo County in its March 20, 2018, letter.
10. Adjourn.

**Standing Committee meeting protocols (Adopted May 11, 2011)**

The Inyo/Los Angeles Long-Term Water Agreement (LTWA) define the Standing Committee in Section II:

*As agreed by the parties, the Department representatives on the Standing Committee shall include at least one (1) member of the Los Angeles City Council, the Administrative Officer of the City of Los Angeles, two (2) members of the Board of Water and Power Commissioners, and three (3) staff members. The County representatives on the Standing Committee shall be at least one (1) member of the Inyo County Board of Supervisors, two (2) Inyo County Water Commissioners, and three (3) staff members.*

The LTWA further provides that:

*Regardless of the number of representatives from either party in attendance at a Standing Committee or Technical Group meeting, Inyo County shall have only one (1) vote, and Los Angeles shall have only one (1) vote.*

The Standing Committee adopts the following protocol for future Standing Committee meetings.

1. In order for the Standing Committee to take action at a meeting, representation at the meeting will consist of at least four representatives of Los Angeles, including one member of the Los Angeles City Council or Water and Power Commission, and four representatives of Inyo County, including one member of the Board of Supervisors.
2. A Chairperson from the hosting entity will be designated for each meeting.
3. In the event that an action item is on the meeting agenda, Los Angeles and Inyo County shall each designate one member to cast the single vote allotted to their entity at the onset of the meeting. The Chairperson may be so designated. Agenda items that the Standing Committee intends to take action on will be so designated on the meeting agenda.
4. If representation at a Standing Committee meeting is not sufficient for the Standing Committee to act, the Standing Committee members present may agree to convene the meeting for the purpose of hearing informational items.
5. Meeting agendas shall include any item within the jurisdiction of the Standing Committee that has been proposed by either party.
6. The public shall be given the opportunity to comment on any agenda item prior to an action being taken. The public will be given the opportunity to comment on any non-agendized issue within the jurisdiction of the Standing Committee prior to the conclusion of each scheduled meeting. At the discretion of the Chairperson, reports from staff or reopening of public comment may be permitted during deliberations.
7. The Chairperson may limit each public comment to a reasonable time period. The hosting entity will be responsible for monitoring time during public comment.
8. Any actions taken by the Standing Committee shall be described in an action item summary memorandum that is then transmitted to the Standing Committee at its next meeting for review and approval. This summary memorandum shall also indicate the Standing Committee members present at the meeting where actions were taken.
9. Standing Committee meetings shall be voice recorded by the host entity and a copy of the recording shall be provided to the guest entity.
10. (Added February 24, 2012) The Standing Committee may also receive comments/questions in written form from members of the public. Either party may choose to respond, however, when responding to a public comment/question, whether verbally or in writing, any statements made by either party may represent the perspective of that party or the individual making the response, but not the Standing Committee as a whole (unless specifically agreed to as such by the Standing Committee). When either party responds in writing to public comment/question, that response will be concurrently provided to the other party.





**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

Consent  Departmental  Correspondence Action  Public Hearing  
 Schedule time for  Closed Session  Informational

For Clerk's Use Only: <b>AGENDA NUMBER</b> 15
--

FROM: Public Works Department

FOR THE BOARD MEETING OF: April 3, 2018

SUBJECT: Authorize the hiring of one Office Technician I/II

**DEPARTMENTAL RECOMMENDATIONS:**

Request the Board find that, consistent with the adopted Authorized Position Review Policy:

- A) The availability of funding for the requested position exists within the Public Works/Road Department budgets as certified by the Public Works Director, and concurred with by the County Administrator and the Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be appropriate to ensure qualified applicants apply; and
- C) Authorize the hiring of one (1) Office Technician I/II at range 55 (\$3,150 - \$3,830) to range 59 (\$3,457 - \$4,201) depending on qualifications.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Public Works would like to hire one (1) Office Technician I/II. This vacancy has been created by a recent separation of an employee. This position is critical to the department operations and is spread within multiple budgets and departmental tasks. This position is funded through non-general fund budgets and is included in our authorized strength for FY 2017/2018.

**ALTERNATIVES:**

The Board could choose not to approve the hiring of one (1) Office Technician I/II. This is not recommended as it will have direct impacts on service delivery to the community and countywide departments. This position is a large part of our Airport financial paperwork and Road Department billings.

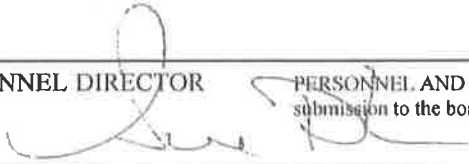
**OTHER AGENCY INVOLVEMENT:**

Personnel  
Auditor

**FINANCING:**

This position is budgeted in various Public Works budgets in the salaries and benefits object codes.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: _____	Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: _____	Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: 	Date 3/19/18

**DEPARTMENT HEAD SIGNATURE:**  Date: 3/19/18  
(Not to be signed until all approvals are received)



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**

16

- Consent    Departmental    Correspondence Action    Public Hearing  
 Scheduled Time for    Closed Session    Informational

**FROM:** HEALTH & HUMAN SERVICES – Behavioral Health

**FOR THE BOARD MEETING OF:** April 3, 2018

**SUBJECT:** Request for authorization to hire one full time Office Technician III in the HHS Behavioral Health Division.

**DEPARTMENTAL RECOMMENDATION:**

Request the Board find that, consistent with the adopted Authorized Position Review Policy,

- A. the availability of funding for the requested positions exists in the Behavioral Health budget (no County General Funds), as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
- B. as there are internal candidates that meet the qualifications for the position, we request that the vacancy be filled by an internal candidate; and
- C. approve the hiring of one full time Office Technician III at Range 63 (\$3716-\$4522).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

A full time Office Technician III position in the Behavioral Health Division will be vacant as an employee will be retiring from this position as of April 30, 2018. This position oversees the busy Grove Street office including the three front office clerk positions. The front office team provides reception for the Grove Street Office which includes Behavioral Health, Child Welfare, Adult Protective Services, IHSS, FIRST (Wraparound) and Public Guardian/Public Administrator services. As such, it is a busy office with a high volume of direct client services. The Office Technician III manages the front office team to ensure that consumers and partners are welcomed and supported as they come into the office or are on the phone. This is often the first point of contact to engage persons in services. The front office team also assists with admissions and maintenance of the electronic health record; as well as with tracking and billing in compliance with program regulations. In addition to oversight of the front office, the Office Technician III also monitors issues for the entire building, brings these issues forward to ensure that they are addressed in a timely manner for safety and operational effectiveness, and provides support to the HHS Deputy Director for Behavioral Health as needed. The Department respectfully requests authorization to recruit and hire to fill one Office Technician III in our Behavioral Health Division.

**ALTERNATIVES:**

The Board could choose to not to allow Behavioral Health to hire this position. Without this supervisory position, the Grove Street office would be without dedicated building management and oversight of the front office.



**OTHER AGENCY INVOLVEMENT:**

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies

including those also located within the Grove Street office.

**FINANCING:**

Funding includes Behavioral Health Realignment, Medi-Cal and client fees from the DDP program. This position is budgeted 80% in Behavioral Health (045200) and 15% in DDP (045312) as well as 5% in Social Services (055800) in the salaries and benefits object codes. No County General Funds.

<b><u>APPROVALS</u></b>	
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>3/21/2018</u>
<b>PERSONNEL DIRECTOR:</b> 	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: <u>✓</u> Date: <u>3/19/18</u>

**DEPARTMENT HEAD SIGNATURE:** Maphman **Date:** 3/22/18  
(Not to be signed until all approvals are received)



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**

17

- Consent Hearing  
 Scheduled Time for
- Departmental  
 Closed Session
- Correspondence Action  
 Informational
- Public

**FROM:** HEALTH & HUMAN SERVICES – Behavioral Health Division

**FOR THE BOARD MEETING OF:** April 3, 2018

**SUBJECT:** Authorization to hire one full time Addictions Counselor I, II or III in the HHS Behavioral Health Division dependent upon qualifications.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board:

1. Find that consistent with the adopted Authorized Position Review Policy:
  - a. the availability of funding for the requested position exists in various non-General Fund HHS budgets (no County General Funds), as certified by the Interim Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
  - b. whereas it is unlikely that the Addiction position could be filled by internal candidates meeting the qualifications for the position, an external recruitment would be appropriate to ensure qualified applicants apply for that specialized position; and
  - c. approve the hiring of one Addictions Counselor I at Range 57 (\$3,297-4,006) or II Range 60 (\$3,541-\$4,301) III at Range 64 (\$3,886-\$4,723).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Department has been recruiting for Addictions Counselor vacancies for over one year and, until recently, had a number of failed recruitments. Finding qualified Addictions Counselors is a challenge throughout the State, as Substance Use Disorder certification standards have increased, as the field of addictions has become increasingly complex; recognizing the issues surrounding related trauma, medication assisted treatment, brain development and biological factors. The Department was recently able to fill one of our vacancies with a qualified candidate at the Addictions Counselor III range and continue to have an unfilled vacancy. Your Board previously authorized the Department to fill the remaining vacancy at either a Range I or Range II, in part with the hope that one of the County employees who completed the addictions education program would be able to apply for the Range I intern level position. However, this position is at a range lower than the range of those County employees who completed the program and we have not been able to successfully recruit at that level. Recently, the Department has received applications for our vacant positions from one or more candidates who are qualified at all three ranges of our Addiction Counselor series. Given the challenges of recruiting for qualified candidates, coupled with the need to ensure the Department can provide the full scope of addiction services, including but not limited Perinatal program services to parenting women with addictions, the adolescent program, Drug Court/SACPA, jail services, Diversion,

Driving Under the Influence (DUI) programs, other probation group services, outreach, case management and services to support persons with co-occurring mental health and addiction treatment needs, the Department is respectfully requesting authorization to hire at the Addictions Counselor III range should a qualified candidate apply and be successful in the selection process.

**ALTERNATIVES:**

The Board could choose to not to allow Behavioral Health to hire at the Addiction Counselor III range, which would limit our capacity to provide addiction treatment services within our community to meet a growing need for treatment services.

**OTHER AGENCY INVOLVEMENT:**

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, jail, law enforcement, and primary health in addition to all other HHS divisions.

**FINANCING:**

Drug Medi-Cal reimbursement, SAPT Block Grant, Behavioral Health Realignment funds, and client fees as related to the DDP program. This position will be budgeted 85% in SUD (045315) and 15% in DDP (045312) in the salaries and benefits object codes. No County General Funds.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b> <i>N/A.</i>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <i>yes</i> Date: <i>3/26/2018</i>
<b>PERSONNEL DIRECTOR:</b> 	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: <i>✓</i> Date: <i>3/26/18</i>

**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received)

 Date: *3/26/18*



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>
18

- Consent Hearing     Departmental     Correspondence Action     Public  
 Scheduled Time for     Closed Session     Informational

**FROM:** HEALTH & HUMAN SERVICES

**FOR THE BOARD MEETING OF:** April 3, 2018

**SUBJECT:** Standard Agreement between the County of Inyo and the California Department of Public Health, AIDS Drug Assistance Program, Office of AIDS.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board ratify Amendment A01 to Standard Agreement No. 16-10337 between the County of Inyo and the California Department of Public Health, AIDS Drug Assistance Program, Office of AIDS, so that Inyo County HHS/Public Health may continue to act as an Enrollment Site, for the period of July 1, 2016 through June 30, 2020. We further request you authorize the Director of Health and Human Services to sign the Standard Agreement Amendment, as well as the Contractor Certification CCC 04-2017 and the Darfur Contracting Act forms.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

By allowing the HHS Director to execute the documents, we may continue to act as an Enrollment Site as well as continue to be responsible for coordinating state programs, services and activities related to HIV and AIDS. The following documents require signatures: 1) Standard Agreement Amendment A01; 2) Contractor Certification CCC 04/2017; and 3) Darfur Contracting Act Form.

This Amendment allows for continuance of the administration of the AIDS Drug Assistance Program (ADAP) enrollment process provided by Inyo County Health & Human Services/Public Health Division. ADAP is a medication assistance program that benefits Inyo County clients infected with HIV, who have limited health insurance and resources to obtain needed medications.

**ALTERNATIVES:**



The Board could choose not to allow the HHS Director to sign these documents. This is not recommended as Inyo County HHS would no longer be an Enrollment Site, as required by CDPH and, therefore, we would be unable to fulfill the requirements of the ADAP program.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

There is no funding attached to this request.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>YES</u> Date: <u>3/20/18</u>
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>3/22/2018</u>
<b>PERSONNEL DIRECTOR:</b> n/a	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: _____ Date: _____
<b>BUDGET OFFICER:</b> n/a	<b>BUDGET AND RELATED ITEMS</b> (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)



Date: 3/23/18



STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD 213A (Rev 6/03)

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

Agreement Number <b>16-10337</b>	Amendment Number <b>A01</b>
Registration Number:	

1. This Agreement is entered into between the State Agency and Contractor named below:
- |  |                                  |
|--|----------------------------------|
| State Agency's Name<br><b>California Department of Public Health</b> | Also known as CDPH or the State  |
| Contractor's Name<br><b>County of Inyo</b>                           | (Also referred to as Contractor) |
2. The term of this Agreement is: **July 1, 2016** through **June 30, 2020**
3. The maximum amount of this Agreement after this amendment is: **\$ 0** Not Applicable - Amount Solely Based on Usage
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. **Purpose of amendment:**

This amendment will replace the following exhibits in their entirety: Exhibit A, AI, B, D, F and G.

This agreement will continue to provide AIDS Drug Assistance Program (ADAP) and adds Pre-Exposure Prophylaxis (PrEP) Assistance Program enrollment services to local health jurisdictions, as well as community based organizations, and hospitals throughout the State of California. This contract is for costs associated with the administration of the ADAP, PrEP and Health Insurance Assistance Programs. Funding is solely based on usage.



The contract term has been extended an additional year, and requirements and deliverables have been strengthened to ensure access to services and site monitoring.

- II. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

(Continued on next page)

All other terms and conditions shall remain the same.

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

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) <b>County of Inyo</b>		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing <b>Marilyn Mann, Director</b>		
Address <b>163 May Street Bishop, CA 93514</b>		
<b>STATE OF CALIFORNIA</b>		
Agency Name <b>California Department of Public Health</b>		<input checked="" type="checkbox"/> Exempt per: <b>OA Budget Act 2017</b>
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing		
Address <b>1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377</b>		

III. Exhibit A – Scope of Work, is replaced in its entirety with Exhibit A, A01 – Scope of Work.

All references to Exhibit A – Scope of Work in this agreement and any exhibits hereto shall hereinafter be deemed to read Exhibit A, A01 – Scope of Work.

IV. Exhibit A, Attachment I – Definitions of Terms, is replaced in its entirety with Exhibit A, Attachment I, A01 – Definitions of Terms.

All references to Exhibit A, Attachment I – Definitions of Terms, in this agreement and any exhibits hereto shall hereinafter be deemed to read Exhibit A, Attachment I, A01 – Definitions of Terms.

V. Exhibit B – Budget Detail and Payment Provisions, is replaced in its entirety with Exhibit B, A01 – Budget Detail and Payment Provisions.

All references to Exhibit B – Budget Detail and Payment Provisions, in this agreement and any exhibits hereto shall hereinafter be deemed to read Exhibit B, A01 – Budget Detail and Payment Provisions.

VI. Exhibit D – HIPAA Business Associate Addendum, is replaced in its entirety with Exhibit D, A01 – HIPAA Business Associate Addendum.

All references to Exhibit D – HIPAA Business Associate Addendum, in this agreement and any exhibits hereto shall hereinafter be deemed to read Exhibit D, A01 – HIPAA Business Associate Addendum.

VII. Exhibit F – Security Requirements, Protections, and Confidentiality Checklist, is replaced in its entirety with Exhibit F, A01 - Security Requirements, Protections, and Confidentiality Checklist.

All references to Exhibit F– Security Requirements, Protections, and Confidentiality Checklist, in this agreement and any exhibits hereto shall hereinafter be deemed to read Exhibit F, A01 – Security Requirements, Protections, and Confidentiality Checklist.

VIII. Exhibit G – Sample - Plan for Transporting Confidential ADAP Client Files POLICY & PROCEDURE, is replaced in its entirety with Exhibit G, A01 – Plan for Transporting Confidential ADAP Client Files.

All references to Exhibit G – Sample - Plan for Transporting Confidential ADAP Client Files POLICY & PROCEDURE, in this agreement and any exhibits hereto shall hereinafter be deemed to read Exhibit G, A01 – Plan for Transporting Confidential ADAP Client Files.

**Exhibit A**  
Scope of Work  
July 1, 2016 through June 30, 2020

**1. Service Overview**

California Health and Safety Code (HSC) §131019 designates the California Department of Public Health (CDPH), Center for Infectious Diseases, Office of AIDS (OA) as the lead agency within the state responsible for coordinating state programs, services and activities related to Human Immunodeficiency Virus (HIV) and Acquired Immunodeficiency Syndrome (AIDS).

The Contractor agrees to provide CDPH/OA, the services described herein for the provision of the AIDS Drug Assistance Program (ADAP) and Pre-Exposure Prophylaxis Assistance Program (PrEP-AP) enrollment services, which includes the ADAP Medication Program and Health Insurance Assistance Programs, and OA's PrEP-AP. This contract agreement will be in effect for four consecutive fiscal years (FY) beginning in FY 2016-17 through FY 2019-20 (July 1, 2016 – June 30, 2020).

Refer to Exhibit A-I "Definitions of Terms" to review definitions of acronyms and other contract related terms and references.

**2. Service Location**

The services shall be performed at Inyo County Health and Human Services Department, located at 207 A West South Street, Bishop, CA 93514.

**3. Service Hours**

The services shall be provided during normal Contractor working hours as defined by the enrollment site.

**4. Project Representatives**

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

<b>California Department of Public Health</b>	<b>County of Inyo</b>
Sandra Robinson, Branch Chief	Jean Turner, Director
Telephone: (916) 449-5942	Telephone: (760) 873-3305
Fax: (916) 449-5859	Fax: (760) 873-7800
Email: Sandra.Robinson@cdph.ca.gov	Email: jturner@inyocounty.us

**Exhibit A**  
Scope of Work  
July 1, 2016 through June 30, 2020

B. Direct all inquiries to:

<b>California Department of Public Health</b>  P.O. Box 997426, MS 7704 Sacramento, CA 95899-7426  <b><u>ADAP Call Center</u></b>  Hours: Monday – Friday 8 a.m. to 5 p.m. Telephone: (844) 421-7050 Fax: (844) 421-8008  <b><u>PrEP-AP Contact</u></b> Cynthia Reed-Aguayo  Telephone: (916) 449-5791 Fax: (916) 449-5859 Email: Cynthia.Reed-Aguayo@cdph.ca.gov	<b>County of Inyo</b>  207 A West South Street Bishop, CA 93514      <b><u>Site Contact</u></b> Gerry Tanksley, ADAP Enrollment Worker  Telephone: (760) 873-7868 Fax: (760) 873-8067 Email: gtanksley@inyocounty.us
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

**Exhibit A**  
 Scope of Work  
 July 1, 2016 through June 30, 2020

**5. Services to be Performed**

**A) Major Function, Task and Activities**

The Contractor shall:

Enrollment Site Requirements:	Time Line	Responsible Party	Performance Measure and/or Deliverables
<p><b>A.1. ADAP ES Contact Requirement:</b></p> <p>Maintain an ADAP Enrollment Site (ES) Contact to ensure compliance with the requirements of this contract agreement on behalf of the ADAP ES and facilitate required information exchange between the ES, CDPH/OA/ADAP, and CDPH/OA/ADAP's contracted CDPH/OA/ADAP Enrollment System (AES).</p>	<p>Throughout the life of the contract.</p>	<p>Authorized Site Administrator</p>	<p>ADAP Site Contact Name and contact information must be identified in Section 4B. Provide written notice to the assigned ADAP Advisor/PrEP-AP Advisor immediately of any changes to the ADAP ES Contact.</p>
<p><b>A.2. Nondiscrimination Requirements:</b></p> <p>Comply with the provisions as stated in Exhibit H, "Nondiscrimination Clause" (STD 17A)." The ADAP ES shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or sexual orientation.</p>	<p>Must be maintained through the life of the contract.</p>	<p>Authorized Site Administrator/ Agency's EEO Officer</p>	<p>Authorized Site Administrator and/or EEO Officer Name and contact information must be identified in Section 4A.</p>

**Exhibit A**  
 Scope of Work  
 July 1, 2016 through June 30, 2020

<p><b>A.3. Information Privacy and Security Requirements:</b></p> <p>All personnel conducting ADAP/PrEP-AP enrollment services must abide by all applicable laws and CDPH/OA/ADAP and PrEP-AP guidelines regarding confidentiality of ADAP and PrEP-AP client eligibility files and protected health information when accessing or submitting client data.</p> <p>i. Ensure compliance with the provisions as stated in Exhibit D, "HIPAA Business Associate Addendum (CDPH HIPAA BAA 6-16).</p> <p>ii. Ensure that all EWs employed by or volunteering at the ES are issued/assigned an Agency email address.  <i>*To ensure client confidentiality, ADAP EWs are prohibited from using a personal email address (i.e. gmail, yahoo, etc.) for ADAP related correspondence.</i></p>	<p>Must be maintained through the life of the contract.</p> <p>Contractor shall also continue to extend the protections of these provisions to protected health information upon termination or expiration of the agreement until its return or destruction.</p> <p>At the time of ADAP EW activation and throughout the life of the contract.</p>	<p>ADAP ES Contact</p> <p>Authorized Site Administrator/ Site Contact</p>	<p>Notify the assigned ADAP or PrEP-AP Advisor immediately by phone call plus email or fax when a potential breach has occurred. EWs may be deactivated if more than two potential breaches occur within a calendar year. ESs may also be deactivated if potential breaches are committed by more than two EWs in a calendar year.</p> <p>Verified when ADAP Enrollment Worker(s) (EWs) email address is provided to the assigned CDPH/OA/ADAP Advisor.</p>
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**Exhibit A**  
 Scope of Work  
 July 1, 2016 through June 30, 2020

<ul style="list-style-type: none"> <li>• Ensure compliance with the provisions as stated in "Exhibit E, "Notice of Privacy Practices", and ensure that the notice is posted at the ES.</li> <li>• Review and sign the "Agreement by Employee/Contractor to Comply with Confidentiality Requirements (CDPH 8689)" form (Exhibit I).</li> <li>• Ensure that only certified ADAP EWs have access to ADAP client eligibility file information, unless otherwise authorized by law. Please refer to the following ADAP Confidentiality tables located under the Information flow charts for Community-Based Organizations, Health Care Provider, and Local Public Health Departments that pertains to your ADAP ES: <a href="https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_adap_resourcespage.aspx">https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_adap_resourcespage.aspx</a></li> </ul>	<p>Must be maintained through the life of the contract.</p> <p>Annually.</p>	<p>ADAP ES Contact</p> <p>ADAP ES Contact and ADAP EW(s)</p>	<p>Indicate compliance on the "Security Requirements, Protections, and Confidentiality Checklist", Exhibit F.</p> <p>Submit completed CDPH Form 8689 form via the AES.</p>
<p>iii. EWs are required to ask a minimum of three security questions when confirming client identity from an incoming phone call prior to disclosing any PHI.</p> <p>iv. EWs are prohibited from disclosing and must employ reasonable measures to protect their EW ID, AES password, or any other identifier/passcode which may compromise client confidentiality.</p>	<p>Must be maintained through the life of the contract.</p>	<p>ADAP ES Contact and ADAP EW(s)</p>	<p>Notify the assigned ADAP Advisor immediately when a potential breach has occurred.</p>

**Exhibit A**  
 Scope of Work  
 July 1, 2016 through June 30, 2020

<p><b>A.4. ADAP ES Information Technology/Equipment Requirements:</b></p> <p>i. Ensure internet access and equipment and the ability to scan and upload the ADAP/PrEP-AP applicant/client eligibility documents to the AES secure enrollment system.</p>	<p>By the go-live date and to be maintained through the life of the contract.</p>	<p>Authorized Site Administrator and ADAP ES Contact</p>	<p>All client enrollments must occur electronically via the AES secure enrollment system.</p>
<p>ii. Only desktop computers are to be used to conduct ADAP enrollment services. The use of laptop computers or other hand held electronic devices are strictly prohibited for use in ADAP/PrEP-AP client enrollment.</p>	<p>By the go-live date and to be maintained through the life of the contract.</p>	<p>ADAP ES Contact</p>	<p>Indicate compliance on the "Security Requirements, Protections, and Confidentiality Checklist", Exhibit F.</p>
<p>iii. Ensure fax machines and CDPH/OA/ADAP fax/scanners are used to upload and submit ADAP/PrEP-AP applications or receive correspondence which may include confidential client information are located in a secure area.</p>	<p>By the go-live date and to be maintained through the life of the contract.</p>	<p>ADAP ES Contact</p>	<p>Indicate compliance on the "Security Requirements, Protections, and Confidentiality Checklist", Exhibit F.</p>
<p><b>A.5. Quality Requirements</b></p> <p>i. In order to ensure adequate service capacity and to maintain a high degree of customer service, enrollment sites are required to be adequately staffed to provide assistance to clients via in-person appointments, secure e-mails, or over the telephone within a reasonable time frame. Capacity assessments should be constructed from reasonable projections based on historical enrollments.</p>	<p>To be maintained throughout the life of the contract.</p>	<p>Authorized Site Administrator and ADAP ES Contact</p>	<p>Failure to maintain adequate service levels may result in OA transitioning clients to neighboring enrollment sites.</p> <p>EWs/ESs whom are continuously unresponsive may be deactivated and precluded from performing ADAP enrollment services.</p>



**Exhibit A**  
 Scope of Work  
 July 1, 2016 through June 30, 2020

<p>ii. ADAP EWs and ESs will be held to quality standards and metrics. Please reference the ADAP Resource page found here <a href="https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_adap_resourcespage.aspx">https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_adap_resourcespage.aspx</a> for current year Quality Performance Metrics. EWs are required to maintain an enrollment performance level of at least 95 percent accuracy for ADAP/PrEP-AP eligibility documentation and enrollment. ESs are required to maintain a minimum performance level of 90 percent.</p> <p>CDPH/OA/ADAP will conduct secondary review on ADAP applications and a random sample size of PrEP applications. Applications with errors will be considered defective and will count against the performance level of the ADAP EW/ES. ADAP EW/ES quality will be factored by dividing the number of defective applications by the total number of applications processed.</p>	<p>To be maintained through the life of the contract.</p>	<p>Authorized Site Administrator and ADAP ES Contact</p>	<p>CDPH/OA/ADAP will continuously monitor performance levels throughout the life of the contract. The first year following the deployment of the AES will serve as a transition period during which OA will concentrate on evaluation and providing technical assistance.</p> <p>If after the first quarter following the initial one year transition period, an ADAP EW(s)/ES has an error rate that exceeds the quality standard, the Site Contact must submit a Corrective Action Plan to the ADAP and/or PrEP Advisor for approval within 30 days of the finding.</p> <p>If an ADAP EW(s)/ ES remains deficient for a second consecutive quarter, CDPH/OA/ADAP may suspend the EW(s)/ES for inaccurate ADAP/PrEP-AP applications processed during the quarter.</p> <p>If an ADAP EW(s)/ES remains deficient for a third consecutive quarter, the EW(s)/ES may be deactivated and will no longer be allowed to perform ADAP/PrEP-AP enrollment.</p>
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**Exhibit A**  
 Scope of Work  
 July 1, 2016 through June 30, 2020

<p><b>A.6. Conduct Requirements:</b></p> <p>ADAP EWs are required to conduct themselves with a high degree of professionalism and integrity. Site Contacts are required to ensure that no ADAP EW is employed by, nor receives any financial compensation (including gifts or any other type of incentive) from a participating ADAP pharmacy and that no ADAP/PrEP-AP client enrollment is conducted at any participating ADAP pharmacy location.</p> <p>Additional examples of misconduct include, but are not limited to:</p> <ul style="list-style-type: none"> <li>i. Knowingly and willfully enrolling clients with inaccurate or false documentation.*</li> <li>ii. Insubordination and/or non-compliance with CDPH/OA/ADAP staff requests.</li> <li>iii. Verbally abusive or use of derogatory language.</li> <li>iv. Unresponsive to CDPH/OA/ADAP staff and/or client inquiries.</li> <li>v. Conducting unauthorized off-site ADAP/PrEP-AP enrollment.</li> <li>vi. Transporting files without having a transportation plan approved by CDPH/OA/ADAP staff.</li> <li>vii. Violating or otherwise not adhering to any requirement stipulated in this scope of work.</li> </ul> <p>* Knowingly providing inaccurate or false documentation may be in violation of various Penal Code laws and may be subject to violations of the California False Claims Act, which prohibits any person or entity from knowingly making or using a false statement or document to obtain money, property, or services from the State. (See California Government Code section 12650 et. seq.)</p>	<p>To be maintained through the life of the contract.</p>	<p>ADAP ES Contact and EW(s)</p>	<p>Notify the ADAP/PrEP-AP Advisor when instances of misconduct are identified.</p> <p>Site Contacts may be required to submit a Corrective Action Plan.</p> <p>CDPH/OA/ADAP staff to address occurrences of misconduct.</p> <p>EWs who engage in misconduct may be subject to temporary or permanent suspension of ADAP EW status.</p>
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**Exhibit A**  
 Scope of Work  
 July 1, 2016 through June 30, 2020

<b>A.7. Training and Technical Assistance Requirements:</b>			
i. Ensure all new ADAP EWs have successfully completed new ADAP EW training provided by CDPH/OA/ADAP prior to enrolling or re-certifying ADAP/PrEP-AP clients. ii. Ensure all existing and new enrollment workers complete training on the AES.	To be maintained through the life of the contract.	ADAP ES Contact	Report to the assigned ADAP/PrEP-AP Advisor, site staff who will be registering for required ADAP EW trainings.
iii. Ensure compliance with the requirements written in the ADAP "California State ADAP Guidelines," "California State PrEP-AP Guidelines" and ADAP Management Memos.	To be maintained through the life of the contract.	ADAP ES Contact and ADAP EW(s)	
iv. Ensure existing ADAP EWs maintain active status by participating in required annual recertifying ADAP EW trainings and/or other required ad hoc trainings provided by CDPH/OA/ADAP in order to maintain ADAP certification to continue conducting ADAP/PrEP-AP enrollment functions.	To be maintained through the life of the contract.	ADAP ES Contact	Notify ADAP EWs to recertify 30 days prior to the recertification end date.
v. Ensure the ADAP ES has representation/participation on all monthly CDPH/OA ADAP EW calls.	Monthly through the life of the contract.	ADAP ES Contact	Must ensure ADAP ES participation for 90 percent of these calls. Must contact the ADAP Advisor, if unable to participate on a call to discuss the topics covered.

**Exhibit A**  
 Scope of Work  
 July 1, 2016 through June 30, 2020

<p><b>A.8. ADAP Enrollment Tracking Requirements:</b></p> <ul style="list-style-type: none"> <li>i. Ensure all ADAP EWs are identified and have a site specific ADAP EW ID number issued by the CDPH/OA/ADAP AES.</li> <li>ii. Report any changes in site specific ADAP EWs' status (e.g., job duties, relocation, separation, etc.) that will alter the ADAP EW(s) ability to enroll clients, including the deactivation of any ADAP EW ID numbers.</li> </ul>	<p>To be maintained through the life of the contract.</p> <p>Within 24 hours of the change.</p>	<p>ADAP ES Contact</p> <p>ADAP ES Contact</p>	<p>This site specific ADAP EW ID number may only be used by the ADAP EW to whom it is assigned for enrollment activities at this site.</p> <p>Report addition/deletion/changes to ADAP EW(s) to the CDPH/OA/ADAP EBM and/or the assigned ADAP/PrEP-AP Advisor.</p>
<p><b>A.9. Transportation Plan Requirements:</b></p> <p>Ensure that no ADAP/PrEP-AP client eligibility documentation, records, files, etc., will be transported to or from the ADAP ES.</p> <p>Exception to this restriction may be approved by CDPH/OA for the following reasons:</p> <ul style="list-style-type: none"> <li>i. Client disability; or,</li> <li>ii. Remote distance requires ADAP EW to meet with client outside of the ADAP ES; or,</li> <li>iii. The entire ADAP ES is moving to a new address/location.</li> </ul> <p>Ensure that no ADAP/PrEP-AP client enrollment files will be transported until CDPH/OA/ADAP provides <u>written approval</u> of the site's specific transportation plan.</p>	<p>To be maintained through the life of the contract.</p> <p>30 days prior to the need for transporting any ADAP client enrollment documents/files.</p>	<p>ADAP ES Contact</p> <p>ADAP ES Contact</p>	<p>See "Plan for Transporting Confidential ADAP Client Files", Exhibit G.</p> <p>Submit a written request to the assigned ADAP/PrEP-AP Advisor which justifies the necessity for transporting ADAP or PrEP-AP client enrollment document/files. The request must also identify the specific procedure to be followed to safeguard the confidentiality of the ADAP/PrEP-AP client documents being transported, as well as who will be responsible/accountable for site's specific procedure(s). See "Plan for Transporting Confidential ADAP Client Files", Exhibit G.</p>

**Exhibit A**  
**Scope of Work**  
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<p><b>A.10. Administrative Requirements</b></p> <ul style="list-style-type: none"> <li>i. Notify the assigned ADAP Advisor if the site wishes to change from an open site (one which serves any individual who wishes to enroll) to a closed site (one which serves only agency-affiliated individuals) or vice versa.</li> <li>ii. Notify the assigned ADAP/PrEP-AP Advisor if the site plans to no longer provide ADAP/PrEP-AP enrollment services.</li> </ul>	<p>Provide at least 30-days' notice for the requested change of status.</p> <p>Within at least 60 days of the site deactivation date.</p>	<p>ADAP ES Contact</p> <p>ADAP ES Contact/ Authorized Agency Administrator</p>	<p>Written Request required (may be submitted by email) to ADAP/PrEP-AP Advisor.</p> <p>Written Notification required (may be submitted by email) and submission of an ADAP/PrEP-AP transportation plan to the site's designated ADAP Advisor assuring the secure transfer of hard copy ADAP/PrEP-AP client files. See page 1, item 1) Service Overview, paragraph 3.</p>
<p><b>A.11. ADAP Fiscal Requirements</b></p> <ul style="list-style-type: none"> <li>i. Ensure ADAP funds are used exclusively to cover costs related to ADAP in accordance with Health and Safety Code §120956(b).</li> <li>ii. Ensure compliance with the federal HRSA Ryan White HIV/AIDS Program requirements, polices, and National Monitoring Standards.</li> <li>iii. Ensure funds received from OA are not used for unallowable expenses as defined by the Ryan White National Monitoring Standards.</li> </ul>	<p>To be maintained through the life of the contract.</p> <p>Within five business days of request.</p>	<p>ADAP ES Contact/ Authorized Agency Administrator</p>	<p>Within five business days, upon request, submit to OA for review budget and expense reports with sufficient detail to ensure compliance with section A.11.</p> <p>In the event of an audit or upon request by CDPH, ESs must be able to adequately show that these contractual requirements have been met.</p>

**Exhibit A**  
**Scope of Work**  
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<p><b>A.12. PrEP Fiscal Requirements</b></p> <ul style="list-style-type: none"> <li>i. Ryan White funds are prohibited for the use of PrEP enrollment services.</li> <li>ii. EWs who conduct PrEP enrollment are precluded from being 100 percent funded by Ryan White funds.</li> </ul>	<p>To be maintained through the life of the contract.</p> <p>Within five business days.</p>	<p>ADAP ES Contact/ Authorized Agency Administrator</p>	<p>Within 15 business days, upon request, ESs are required to submit documentation of all EWs performing PrEP enrollment with a budget detail indicating how each EW is funded.</p>
<p><b>A.13. Auditing Requirements</b></p> <ul style="list-style-type: none"> <li>i. Facilitate CDPH/OA/ADAP site visit requests, including but not limited to receiving or providing required documentation/information as requested by the assigned ADAP/PrEP-AP Advisor. Act as liaison between the site, ADAP/PrEP-AP Advisor, ADAP EW(s), and LHJ Coordinator (if applicable) in activities related to the site visit.</li> </ul>	<p>As needed during normal working hours.</p>	<p>ADAP Site Contact/Authorized Agency Administrator</p>	<p>Respond to written notifications and requests for information initiated by CDPH/OA/ADAP personnel.</p>
<ul style="list-style-type: none"> <li>ii. Ensure that CDPH/OA/ADAP staff, authorized CDPH/OA/ADAP representatives and/or other state and federal agencies are granted access to all ADAP client eligibility files and any other documentation related to this contract agreement for audit purposes.</li> <li>iii. Develop and submit required Corrective Action Plan (CAP) when required based on results of ADAP site visit/federal or state program audit.</li> </ul>	<p>As needed during normal working hours.</p> <p>Within five business days.</p> <p>As needed.</p>	<p>ADAP Site Contact/Authorized Agency Administrator</p> <p>ADAP Site Contact/Authorized Agency Administrator</p>	<p>Within five business days, respond to written and in-person requests for ADAP client files made by CDPH/OA/ADAP personnel.</p> <p>CAP is to be submitted to the assigned ADAP/PrEP-AP Advisor by the timeframe identified in the letter indicating the CAP is required.</p>

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<p>iv. Maintain hard copy ADAP/PrEP-AP client files/records, created prior to July 1, 2016 for four years (the current year, plus three prior years)</p>	<p>To be maintained through the life of the contract.</p>	<p>ADAP ES Contact</p>	<p>As needed, records will be made available to view within the timeframe provided by the federal or state auditors.           At contract termination or expiration, Protected Health Information must be returned or retained in accordance with Exhibit D, "HIPAA Business Associate Addendum (CDPH HIPAA BAA 6-16)".</p>
<p><b>A.14. Grievance Requirements</b></p> <p>i. Ensure that ADAP/PrEP-AP clients are made aware of, and have access to, the CDPH/OA/ADAP Grievance procedures, and form as outlined in the California State ADAP/PrEP-AP Guidelines.</p>	<p>Upon initial and annual re-enrollments of ADAP clients and annual re-enrollment of PrEP-AP clients.</p>	<p>ADAP ES Contact and/or ADAP/PrEP-AP EW(s)</p>	<p>CDPH/OA/ADAP will verify, via review of the ADAP/PrEP-AP Client Satisfaction Survey.</p>
<p>ii. Upon client request, assist ADAP/PrEP-AP clients in the completion and submission of an ADAP/PrEP-AP grievance form and related documents. Assistance may also include providing the mailing address and contact information for ADAP/PrEP-AP Advisors and/or other CDPH/OA/ADAP Contractors, and/or the submission of the completed grievance form and related documents to CDPH/OA/ADAP.</p>	<p>As needed.</p>	<p>ADAP/PrEP-AP ES Contact and/or ADAP/PrEP-AP EW(s)</p>	<p>Notify the assigned ADAP/PrEP-AP Advisor immediately if assistance is needed with the CDPH/OA/ADAP/PrEP-AP grievance process.</p>

**Exhibit A**  
 Scope of Work  
 July 1, 2016 through June 30, 2020

<b>A.15. Performance Requirements</b>			
<p>i. Enrollment workers are required to vigorously pursue enrollment into health care coverage for which clients may be eligible (e.g., Medicaid, Medicare, employer-sponsored health insurance coverage, and/or other private health insurance to comply with federal and state payer of last resort requirements.</p> <p>iii. EWs are required to proactively conduct outreach to clients, by utilizing the AES dashboard to identify clients who have an eligibility expiration date within 30 days. EWs must document the client outreach in the case notes.</p>	<p>To be maintained through the life of the contract.</p>	<p>ADAP ES            Contact and/or            ADAP/PrEP-            AP EW(s)</p>	<p>Upon initial enrollment and annual re-enrollment. Enrollment workers are required to assess client's eligibility for other third-party coverage based on eligibility documents provided. All eligible individuals must apply.</p> <p>Outreach attempts and any client interaction as a result of said outreach must be clearly documented in the client case notes available through AES.</p>



**Exhibit A, Attachment I**  
**Definition of Terms**

- i. AIDS Drug Assistance Program (ADAP) – Established in 1987 to help ensure that eligible, HIV positive uninsured and under-insured individuals have access to medication on the ADAP formulary through the Medication Program and Health Insurance Assistance Programs. ADAP provides medication, premium payment, and medical out of pocket payment assistance.
- ii. ADAP Advisor – Office of AIDS ADAP staff assigned to a Local Health Jurisdiction or ADAP Enrollment Site for monitoring and technical assistance.
- iii. Enrollment Worker (EW) – Enrollment Site staff certified to provide enrollment services for ADAP and the Pre-Exposure Prophylaxis Assistance Program (PrEP-AP). EWs will have access to ADAP/PrEP-AP enrollment data.
- iv. Enrollment Site (ES) - A public health department, clinic, community based organization (CBO), or local government agency where an individual can apply for ADAP or PrEP-AP services.
- v. Enrollment Site Contact – Ensures the requirements of this contract agreement are adhered to, including but not limited to the participation in monthly EW calls. Act as the primary contact for OA, the OA service contractors, and Enrollment Site staff.
- vi. ADAP Enrollment System (AES) – ADAP's online system used for enrolling clients in ADAP and the PrEP-AP.
- vii. California Department of Public Health (CDPH) – is the lead agency in California providing detection, treatment, prevention and surveillance of public health issues.
- viii. Closed Site – An enrollment site that only serves applicants/clients associated with their entity.
- ix. Community Based Organization (CBO) – Non-profit 501(3)(c) entities that operate within a single local community.
- x. Fiscal Year (FY) – July 1 through June 30.
- xi. Contractor – An approved enrollment site managed by a non-profit organization to provide ADAP/PrEP-AP enrollment services.
- xii. Insurance Benefits Manager (IBM) – Service contractor that manages and processes health insurance premium payments for clients enrolled in both ADAP's Medication Program and Insurance Assistance Programs.
- xiii. Local Health Jurisdiction (LHJ) – One of 58 counties and three cities (Pasadena, Long Beach, and Berkeley) in the state of California.
- xiv. Medical Benefits Manager (MBM) – Service contractor that manages and processes outpatient medical out of pocket payments for clients enrolled in ADAP's Insurance

**Exhibit A, Attachment I**  
**Definition of Terms**

Assistance Programs and approved PrEP related medical costs for clients enrolled in the PrEP-AP.

- xv. Office of AIDS (OA) – Has lead responsibility for coordinating state programs, services, and activities relating to HIV/AIDS as designated by California Health and Safety Code Section 131019.
- xvi. OA Health Insurance Premium Payment (OA-HIPP) – Pays for health insurance premiums and medical out of pocket costs for eligible clients co-enrolled in ADAP's Medication Program.
- xvii. OA Medicare Part D Premium Payment Program – Pays for Medicare Part D premiums for clients co-enrolled in ADAP's Medication Program.
- xviii. Open Site – An enrollment site that serves all CDPH medication assistance applicants/clients.
- xix. Pharmacy Benefits Manager (PBM) – Service contractor administering the ADAP statewide pharmacy network and providing pharmaceutical services for ADAP and PrEP-AP clients.
- xx. Pre-Exposure Prophylaxis Assistance Program (PrEP) Advisor - Office of AIDS staff assigned to provide technical assistance associated with PrEP- AP.
- xxi. PrEP-AP – PrEP-AP will cover 1) costs for HIV PrEP-related medical services for uninsured individuals who are enrolled in a drug manufacturer's PrEP medication assistance program, and 2) for insured individuals, both of the following: (a) the cost of medication copays, coinsurance, and deductibles for the prevention of HIV infection after the individual's insurance is applied and, if eligible, after the drug manufacturer's medication assistance program's contributions are applied, and b) medical copays, coinsurance, and deductibles for PrEP-related medical services.

**Exhibit B**  
Budget Detail and Payment Provisions

**1. Payments**

- A. In no event shall CDPH/OA/ADAP pay the Contractor for services performed prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, CDPH/OA/ADAP agrees to compensate the Contractor for actual services provided in accordance with the amounts specified in Exhibit B, Section E., Amounts Payable.
- C. Payments shall be processed by CDPH/OA/ADAP no later than the end of the quarter dates noted below.

First Quarter:                      July 1 – September 30  
Payment no later than:              November 30

Second Quarter:                      October 1 – December 31  
Payment no later than:              February 28

Third Quarter:                      January 1 – March 31  
Payment no later than:              May 31

Fourth Quarter:                      April 1 – June 30  
Payment no later than:              August 31

(FINAL) Supplemental:              July 1 – June 30  
Payment no later than:              August 31

D. Payments shall:

- 1) Be calculated based on current ADAP and PrEP-AP client enrollment data as provided by the ADAP Enrollment System to determine the number of ADAP/PrEP-AP services provided at each enrollment site.
- 2) Identify the payment period and/or performance period covered.
- 3) Itemize ADAP/PrEP-AP services for the payment period in the same level of detail as indicated in Section E Amounts Payable. Subject to the terms of this agreement, payment will only be made for those services expressly identified in this agreement as approved by CDPH/OA/ADAP.

E. Amounts Payable

All ADAP enrollment sites with a minimum of one ADAP or PrEP-AP enrollment per fiscal year (FY) will receive a floor amount with additional payment(s) per FY for performing the following ADAP/PrEP-AP services complete with all required forms and verifying documentation. Enrollment sites will be paid a fee for services performed.

The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. CDPH will maintain on

**Exhibit B**  
Budget Detail and Payment Provisions

file, all documents referenced herein and any subsequent updates, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover.

- 1) ADAP Resource Page found here:  
[https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA\\_adap\\_resourcepage.aspx](https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_adap_resourcepage.aspx)

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor, or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any FY is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.
- C. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of termination or cancellation and any non-cancelable obligations incurred in support of this agreement.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. Timely Final Payment**

- A. Final payment shall be processed no more than *sixty (60)* calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager.
- B. CDPH/OA/ADAP shall make payment to the Contractor quarterly in arrears for costs associated with the provision of ADAP enrollment services at the ADAP Enrollment Site in the local health jurisdiction (LHJ), under this contract agreement. Payment to the Contractor will be contingent upon receipt and execution of this contract agreement and the provision of ADAP/PrEP-AP enrollment services (as verified by CDPH/OA/ADAP through the AES data).
- C. This contract agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the State Legislature, which may affect the provisions, terms, or funding of this contract agreement in any manner.

**Exhibit B**  
Budget Detail and Payment Provisions

**5. Recovery of Overpayments**

- A. Contractor agrees that payments based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by CDPH/OA/ADAP by CDPH/OA/ADAP withholding payments or withholding a portion of payment for services performed until the amount of overpayment has been resolved.

If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached.

Exhibit D  
HIPAA Business Associate Addendum

**I. Recitals**

- A. The underlying contract (Agreement), to which this HIPAA Business Associate Addendum is attached to and made a part of, has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. The Department of Public Health ("CDPH") wishes to disclose to Business Associate certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.
- C. As set forth in the Agreement, Contractor, here and after, is the Business Associate of CDPH acting on CDPH' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of CDPH and creates, receives, maintains, transmits, uses or discloses PHI and PI. CDPH and Business Associate are each a party to the Agreement and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to the Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that CDPH must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

**II. Definitions**

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.
- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer

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HIPAA Business Associate Addendum

or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.

- G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- H. Personal Information shall have the meaning given to such term in California Civil Code sections 1798.3 and 1798.29..
- I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
- J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act and the HIPAA regulations.

### III. Terms of Agreement

#### A. Permitted Uses and Disclosures of PHI by Business Associate

***Permitted Uses and Disclosures.*** Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in the Agreement, for, or on behalf of CDPH, provided that such use or disclosure would not violate the HIPAA regulations, if done by CDPH. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

Exhibit D  
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1. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:
  - a. **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
  - b. **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to CDPH. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of CDPH with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of CDPH.

**B. Prohibited Uses and Disclosures**

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).
2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CDPH and as permitted by 42 U.S.C. section 17935(d)(2).

**C. Responsibilities of Business Associate**

Business Associate agrees:

1. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by the Agreement or as required by law.
2. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of CDPH, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by the Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Business Associate will provide CDPH with its current and updated policies.
3. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:



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- a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;
- b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of CDPH under the Agreement;
- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
- d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of the Agreement.
- e. Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with CDPH.

**D. *Mitigation of Harmful Effects.*** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

**E. *Business Associate's Agents and Subcontractors.***

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of CDPH, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations.
2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
  - a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by CDPH; or
  - b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

**F. *Availability of Information to CDPH and Individuals.*** To provide access and information:

1. To provide access as CDPH may require, and in the time and manner designated by CDPH (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to CDPH (or, as directed by CDPH), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for CDPH that

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includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CDPH health plans; or those records used to make decisions about individuals on behalf of CDPH. Business Associate shall use the forms and processes developed by CDPH for this purpose and shall respond to requests for access to records transmitted by CDPH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable CDPH to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
3. If Business Associate receives data from CDPH that was provided to CDPH by the Social Security Administration, upon request by CDPH, Business Associate shall provide CDPH with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

**G. Amendment of PHI.** To make any amendment(s) to PHI that CDPH directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by CDPH.

**H. Internal Practices.** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from CDPH, or created or received by Business Associate on behalf of CDPH, available to CDPH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by CDPH or by the Secretary, for purposes of determining CDPH's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to CDPH and shall set forth the efforts it made to obtain the information.

**I. Documentation of Disclosures.** To document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for CDPH as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for CDPH after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

**J. Breaches and Security Incidents.** During the term of the Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

1. **Notice to CDPH.** (1) To notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to CDPH by the

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Social Security Administration. (2) To notify CDPH **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of the Agreement and this Addendum, or potential loss of confidential data affecting the Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the CDPH ITSD Service Desk. Notice shall be made using the "CDPH Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the CDPH Privacy Office website ([www.CDPH.ca.gov](http://www.CDPH.ca.gov)),

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
  - b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
2. **Investigation and Investigation Report.** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. Within 72 hours of the discovery, Business Associate shall submit an updated "CDPH Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Information Security Officer:
3. **Complete Report.** To provide a complete report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "CDPH Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If CDPH requests information in addition to that listed on the "CDPH Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide CDPH with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "CDPH Privacy Incident Report" form. CDPH will review and approve the determination of whether a breach occurred and individual notifications are required, and the corrective action plan.
4. **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be

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made without unreasonable delay and in no event later than 60 calendar days. The CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to CDPH in addition to Business Associate, Business Associate shall notify CDPH, and CDPH and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.
  
6. **CDPH Contact Information.** To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health 1415 L Street, 5 <sup>th</sup> Floor Sacramento, CA 95814  Email: <a href="mailto:privacy@cdph.ca.gov">privacy@cdph.ca.gov</a> Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413  Email: <a href="mailto:cdphiso@cdph.ca.gov">cdphiso@cdph.ca.gov</a> Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874

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- K. Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by CDPH of this Addendum, it shall take the following steps:
1. Provide an opportunity for CDPH to cure the breach or end the violation and terminate the Agreement if CDPH does not cure the breach or end the violation within the time specified by Business Associate; or
  2. Immediately terminate the Agreement if CDPH has breached a material term of the Addendum and cure is not possible.
- L. Due Diligence.** Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.
- M. Sanctions and/or Penalties.** Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

#### IV. Obligations of CDPH

CDPH agrees to:

- A. Notice of Privacy Practices.** Provide Business Associate with the Notice of Privacy Practices that CDPH produces in accordance with 45 CFR section 164.520, as well as any changes to such notice.
- B. Permission by Individuals for Use and Disclosure of PHI.** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. Notification of Restrictions.** Notify the Business Associate of any restriction to the use or disclosure of PHI that CDPH has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. Requests Conflicting with HIPAA Rules.** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by CDPH.

#### V. Audits, Inspection and Enforcement

- A.** From time to time, CDPH may inspect the facilities, systems, books and records of Business Associate to monitor compliance with the Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the CDPH Privacy Officer in writing. The fact that CDPH inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does CDPH':

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1. Failure to detect or
  2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CDPH' enforcement rights under the Agreement and this Addendum.
- B. If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify CDPH and provide CDPH with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

## VI. Termination

- A. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the Agreement and shall terminate when all the PHI provided by CDPH to Business Associate, or created or received by Business Associate on behalf of CDPH, is destroyed or returned to CDPH, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. **Termination for Cause.** In accordance with 45 CFR section 164.504(e)(1)(ii), upon CDPH' knowledge of a material breach or violation of this Addendum by Business Associate, CDPH shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by CDPH; or
  2. Immediately terminate the Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.
- C. **Judicial or Administrative Proceedings.** Business Associate will notify CDPH if it is named as a defendant in a criminal proceeding for a violation of HIPAA. CDPH may terminate the Agreement if Business Associate is found guilty of a criminal violation of HIPAA. CDPH may terminate the Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- D. **Effect of Termination.** Upon termination or expiration of the Agreement for any reason, Business Associate shall return or destroy all PHI received from CDPH (or created or received by Business Associate on behalf of CDPH) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify CDPH of the conditions that make the return or destruction infeasible, and CDPH and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

## VII. Miscellaneous Provisions

- A. **Disclaimer.** CDPH makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business

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Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

**B. *Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon CDPH' request, Business Associate agrees to promptly enter into negotiations with CDPH concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. CDPH may terminate the Agreement upon thirty (30) days written notice in the event:

1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by CDPH pursuant to this Section; or
2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that CDPH in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

**C. *Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement, available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

**D. *No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

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

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

**G. *Survival.*** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of the Agreement.

**H. *No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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**Attachment A**  
Business Associate Data Security Requirements

**I. Personnel Controls**

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of CDPH, or access or disclose CDPH PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with CDPH PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access CDPH PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

**II. Technical Security Controls**

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- B. *Server Security.*** Servers containing unencrypted CDPH PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of CDPH PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain CDPH PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.



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- E. Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
  - Lower case letters (a-z)
  - Arabic numerals (0-9)
  - Non-alphanumeric characters (punctuation symbols)
- H. Data Destruction.** When no longer needed, all CDPH PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the CDPH Information Security Office.
- I. System Timeout.** The system providing access to CDPH PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. Warning Banners.** All systems providing access to CDPH PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PHI or PI, or which alters CDPH PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDPH PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. Access Controls.** The system providing access to CDPH PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

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- M. *Transmission encryption.*** All data transmissions of CDPH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. *Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting CDPH PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

**III. Audit Controls**

- A. *System Security Review.*** All systems processing and/or storing CDPH PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. *Log Reviews.*** All systems processing and/or storing CDPH PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. *Change Control.*** All systems processing and/or storing CDPH PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

**IV. Business Continuity / Disaster Recovery Controls**

- A. *Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under the Agreement for more than 24 hours.
- B. *Data Backup Plan.*** Contractor must have established documented procedures to backup CDPH PHI to maintain retrievable exact copies of CDPH PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore CDPH PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

**V. Paper Document Controls**

- A. *Supervision of Data.*** CDPH PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where CDPH PHI or PI is contained shall be escorted and CDPH PHI or PI shall be kept out of sight while visitors are in the area.
- C. *Confidential Destruction.*** CDPH PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

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- D. **Removal of Data.** CDPH PHI or PI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. **Mailing.** Mailings of CDPH PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of CDPH PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

## Exhibit F, A01 Security Requirements, Protections, and Confidentiality Checklist

Site Name: \_\_\_\_\_ Site Number: \_\_\_\_\_

The Contractor shall complete and return this checklist with the signed copy of the contract agreement. To complete this checklist, the authorized agency administrator or representative attests by checking the boxes adjacent to the statement and signing this checklist that the ADAP Enrollment Site meets, and shall continue to meet throughout the life of the contract (July 1, 2016 – June 30, 2020), the requirements as identified in the Scope of Work which includes those identified below:

1.	The Contractor has reviewed and attests that the contracting agency or organization meets the requirements as written in the "Nondiscrimination Clause (OCP-1)" STD 17A form and has a process in place to deal with discrimination complaints.	
2.	The Contractor can ensure the administrative, physical and technical safeguards of protected health information as required in the CDPH HIPAA BAA 6-16, HIPAA Business Associate Addendum.	
2.a.	<i>Breaches of confidential client information must be immediately reported to CDPH/OA/ADAP. In the space below, please identify the process (and individual/s) your agency or organization has in place to report breaches of ADAP clients' protected health or personal information.</i>	
3.	The ADAP Notice of Privacy Practices is posted in an area at the ADAP Enrollment Site that is accessible and visible to ADAP applicants/clients.	
4.	The Contractor has internet access and scanning and uploading capabilities to allow for the creation of electronic ADAP client files within the designated ADAP's Enrollment Benefits Management secure web-based enrollment system.	
5.	The Contractor has desktop computers with internet access available for all site personnel (shared or individual) who will be performing ADAP enrollment services.	
6.	The Contractor has fax machine/s and scanner/s used to transmit and/or received ADAP client enrollment information/documentation located in a secure area at this ADAP Enrollment Site.	

*All of the requirements listed above must be met in order to become an ADAP Enrollment Site.*

\_\_\_\_\_  
Print Name of Authorized Agency Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Exhibit G

<b>Plan for Transporting Confidential ADAP Client Files</b>	
Enrollment Site Number:	Enrollment Site Contact:
Address of New Location (where client files are being transferred to):  Enrollment Site Name: Current Enrollment Site Address:  Enrollment Site Telephone Number:  Enrollment Site Fax Number:	Date Client Files will be Transferred:
<p>Please submit the completed Document Transfer Plan to your CDPH ADAP Advisor.</p> <p>Your advisor will contact you after the Document Transfer Plan has been reviewed/approved.</p>	
<p><b>Acknowledge ADAP Policy for Transferring Client Files:</b></p> <p>It is the policy of [Insert Name of Enrollment Site], ADAP, to ensure that any transfer of ADAP documentation will be safe, secured and implemented in accordance with CDPH ADAP confidentiality and security requirements for safeguarding the confidentiality of protected health information. ADAP Eligibility Workers (EWs) will implement reasonable and appropriate administrative, technical, and physical measures to safeguard protected health information from any intentional or unintentional use or disclosure that might violate County, State or Federal privacy regulations, Health and Safety Code, and in accordance with the ADAP Site Agreement for years 2016 – 2020, Exhibit D, HIPAA Business Associate Addendum and Exhibit G, Plan for Transporting Confidential ADAP Client Files.</p>	
<p><b>Why are client files being transferred?</b></p> <p><input type="checkbox"/> Relocation of the ADAP Enrollment Site to a new office/location</p> <p><input type="checkbox"/> Providing in-home client enrollment services when a client is unable to travel to the ADAP Enrollment Site</p> <p><input type="checkbox"/> Relocating ADAP files to a new location for storage purposes</p> <p><input type="checkbox"/> Closure of an ADAP Enrollment Site.</p> <p><b>Note: If files are being transferred for a reason not listed above, please contact your ADAP Advisor</b></p>	
<p>1. How many client files will be transferred?</p>	

2. Describe the methods that will be used to secure client files when being transferred (e.g., locked container, by vehicle/trunk, no stops on way to new location, etc.)	
3. Which site staff person/s will supervise the security and transfer of client files as they are moved to the new location? Will a vendor be utilized? If so, please explain.	
4. Please describe where and how the client files will be stored at their new location.	
5. In this section, outline, step-by-step, the process that will be followed in the transferring of client files to their new location. Attach an additional page if necessary.	
_____ SIGNATURE OF SITE CONTACT/AGENCY ADMINISTRATOR	_____ DATE SIGNED

**Additional Comments:**

CCC 04/2017

**CERTIFICATION**

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

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

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

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the



certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

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

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

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

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

## Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1. \_\_\_\_\_  
Initials                      We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. \_\_\_\_\_  
Initials                      We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. \_\_\_\_\_  
Initials                      We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
 19

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM: Recycling and Waste Management**

**FOR THE BOARD MEETING OF:        April 3, 2018**

**SUBJECT:     Tire Amnesty Events**

**DEPARTMENTAL RECOMMENDATION:**

Inyo County Recycling and Waste Management requests that your Board waive all gate and disposal fees associated with the Tire Amnesty events to be conducted in late April.

**SUMMARY DISCUSSION:**

RWM has partnered with the Environmental Services Joint Powers Authority (ESJPA) to obtain grant funding from CalRecycle to conduct Tire Amnesty Events for the residents of Inyo County. The grant will be sufficient to provide for two (2) weekends of Tire Amnesty Events. RWM is proposing to schedule the Waste Tire Amnesty events on conducted Saturday April 21, Sunday April 22, Saturday April 28, and Sunday April 29, which will allow County residents and public agencies to recycle used waste automotive tires free of charge at the County landfills. The event is not open to commercial tire dealers and no heavy equipment tires are accepted.

The ESJPA is managing the Tire Amnesty Grant funds and will pay for advertising of the event, handling of the tires, as well as the hauling and recycling of the tires collected for this event. We currently charge \$4.00 for a 20 inch or smaller tire, and \$8.00 for a 20 inch to 24.5 inch tire. There will be no loss in revenue by utilizing the Tire Amnesty Grant funds because we currently charge the customers only what we pay to have the tires picked up and recycled. We do not currently charge the customers for any of the work involved with our staff's handling of the tires.

**ALTERNATIVES:**

Your Board could choose to not conduct tire amnesty events but this is not recommended because the events encourage proper disposal of tires and cover all County costs.

**FINANCING:**

The event will be paid for utilizing grant funding from CalRecycle secured by the ESJPA. All program invoicing will be sent directly to the ESJPA for payment.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

*Richard J. Brown*

Date:

*3/21/18*



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

20

Consent    XX Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** County Administrator - Personnel

**FOR THE BOARD MEETING OF** April 3, 2018

**SUBJECT:** AMENDMENT TO PERSONAL SERVICES CONTRACT

**DEPARTMENTAL RECOMMENDATION:**

Request Board 1) Approve Amendment Number 3 to the Agreement between County of Inyo and Susanne Rizo for personal services as a County Officer effective April 5, 2018 and authorize the Chairperson to sign.

**SUMMARY DISCUSSION:**

At the conclusion of the performance evaluation and negotiations, your Board directed Staff to prepare this amendment. This amendment reduces the full-time (100%) employment status to a CPAR (75%) employment status. The monthly salary and all benefits will be reduced to 75% and employee will be responsible for paying 25%. This amendment is presented to your Board for final consideration and action.

**ALTERNATIVES:**

Your Board could choose to not approve this amendment and re-negotiate the terms and conditions.


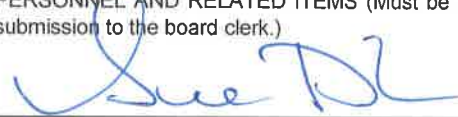
**OTHER AGENCY INVOLVEMENT:**

County Counsel  
Personnel

**FINANCING:**

The costs associated with this amendment will be paid for out of the Planning Department budget 023800. The costs for the COLA increase for all department heads will be brought back to your board as a budget amendment.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>3/28/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)   Approved: <u>✓</u> Date <u>3/27/18</u>

**DEPARTMENT HEAD SIGNATURE:** Kevin Carunchio Date: 3/27/18  
(Not to be signed until all approvals are received)

**AMENDMENT NUMBER 3 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO  
AND SUSANNE M. RIZO FOR THE  
PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Susanne M. Rizo, of Bishop, California (hereinafter referred to as "Officer"), have entered into an Agreement for the Provision of Personal Services as a County Officer on County of Inyo Standard Contract No. 202, for an indefinite term commencing January 1, 2011, to Termination ("the Agreement"); and

WHEREAS, the Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity; and

WHEREAS, the parties have amended the Agreement twice previously (adjusting Officer's compensation); and

WHEREAS, the parties wish to amend the Agreement again to provide for Officer to temporarily reduce her regular schedule to 75% of full time, with a commensurate reduction in compensation;

NOW THEREFORE, County and Officer hereby amend the Agreement as follows:

Paragraph 7 is hereby added to Attachment B (Schedule of Fees), to read as follows:

"7. Notwithstanding the foregoing, or any other provision of this Agreement, effective April 3, 2018, and continuing for as long thereafter as mutually agreeable to Officer and the County Administrator, Officer's salary shall be temporarily reduced to 75% of her regular monthly salary based on an understanding that Officer will be expected to handle or perform approximately 75% of her normal, "full-time" workload. As of that same effective date, Officer's other benefits provided by this Agreement and her employment shall be reduced and prorated to reflect the 75% workload, in the same manner as if Officer were a "C-Par" merit-system employee (although Officer shall remain an at-will, FLSA-exempt, non-merit-system employee). The parties anticipate that the temporary reduction (in workload, salary, and benefits) will last for at least twelve months; however, the temporary reduction may be terminated at any time by Officer or the County Administrator, in their sole discretion, with at least thirty (30) days' notice to the other party, and upon such termination, Officer's workload, salary, and other benefits shall return to 100% of the level associated with full-time employment."

The effective date of this Amendment to the Agreement is April 5, 2018.

All the other terms and conditions of the Agreement are unchanged and remain the same.



**AMENDMENT NUMBER 3 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO  
AND SUSANNE M. RIZO FOR THE  
PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

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

**COUNTY OF INYO**

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

**OFFICER**

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

\_\_\_\_\_  
SUSANNE M. RIZO

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
\_\_\_\_\_  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

  
\_\_\_\_\_  
County Risk Manager



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
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- Consent   
 Departmental   
 Correspondence Action   
 Public Hearing  
 Scheduled Time for   
 Closed Session   
 Informational

**FROM:** Kevin Carunchio, Clerk of the Board, County Administrator  
**BY:** Darcy Ellis, Assistant Clerk of the Board

**FOR THE BOARD MEETING OF:** April 3, 2018

**SUBJECT:** Approval of Board of Supervisors meeting minutes

**DEPARTMENTAL RECOMMENDATION:** Request Board approve the minutes of the regular Board of Supervisors meetings of March 13, 2018 and March 20, 2018.

**SUMMARY DISCUSSION:** The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, [www.inyocounty.us](http://www.inyocounty.us).

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

COUNTY COUNSEL:  <b>N/A</b>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:  <b>N/A</b>	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: _____ Date _____
PERSONNEL DIRECTOR:  <b>N/A</b>	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

Date: 03-28-18



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
 22

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** Parks & Recreation

**FOR THE BOARD MEETING:** April 3, 2018

**SUBJECT:** Revisions to Chapters 12.16 and 12.18 of the Inyo County Code regarding County campgrounds.

**DEPARTMENTAL RECOMMENDATION:**

Introduce, read title, and waive further reading of proposed ordinance amending Sections 12.16.180, 12.18.010, 12.18.020, 12.18.030, and 12.18.150 of the Inyo County Code, pertaining to the use of County campgrounds. Conduct public hearing regarding said ordinance. Schedule ordinance for enactment on April 10, 2018.

**SUMMARY DISCUSSION:**


On February 6, 2018 your Board clarified the policy to reserve an entire campground and provided direction to make necessary revisions to the ordinance code to reflect that policy. Attach for your Board's consideration are recommended changes to the ordinance. In addition to revisions addressing the campground policy, there is also a change to the age for senior citizen discounts reflecting direction your Board provided in 2017.

The proposed changes include a fee schedule for renting an entire campground. This fee schedule covers the cost of renting every campsite and includes an additional charge to cover the County's expenses when an entire campground is rented by one party. The schedule also includes a deposit requirement similar to the deposits required when a party reserves a park. As is currently the practice, all full campground reservations will require Board approval.

**ALTERNATIVES:** Your Board could choose not to revise the ordinance; however, without changes there would be no protocol regarding reservation of an entire campground.

**OTHER AGENCY INVOLVEMENT:** None

**FINANCING:** No significant change in revenues or expenses are anticipated. Revenues from campground usage accrue to the Parks & Recreation budget unit.

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>Yes</u> Date <u>3/22/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: <u>N/A</u> Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: <u>N/A</u> Date _____

**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received)

*Richard G. Benson*

Date: 3/22/18

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTIONS 12.16.180, 12.18.010, 12.18.020, 12.18.030 AND 12.18.150 OF THE INYO COUNTY CODE, PERTAINING TO THE USE OF COUNTY CAMPGROUNDS**

**WHEREAS**, Chapters 12.16 and 12.18 of the Inyo County Code pertain to the operation of County campgrounds; and

**WHEREAS**, it is necessary to update Section 12.16.180 regarding the age to qualify for a senior citizen campground permit; and

**WHEREAS**, it is necessary to revise Sections 12.18.010, 12.18.120, 12.18.130 and 12.18.150, in order to provide for reservations of an entire campground;

**NOW, THEREFORE**, the Board of Supervisors of the County of Inyo ordains as follows:

**SECTION I:** Section 12.16.180(B) of the Inyo County Code is amended to read as follows:

“B. A senior citizen (a person sixty-two years of age or older) who has purchased the special senior citizen’s permit may camp for thirty consecutive days in designated campgrounds if space is available.”

**SECTION II:** The first paragraph of Section 12.18.120 of the Inyo County Code is amended to read as follows:

**“12.18.010 Use Priorities.**

All community buildings under jurisdiction of the county are held in trust for the use and enjoyment of the public. The primary use of buildings and park facilities are for activities of a recreational or community-service nature. County campgrounds, parks and building facilities may be made available for the exclusive use of persons or groups, for a limited period, upon issuance of a use permit and payment of designated fees, subject to rules and regulations contained herein and in park regulations. Reservation of an entire campground shall be for a maximum of four nights and requires approval by the Board of Supervisors. Such use of facilities shall be governed by the following order of priority:”

**SECTION III:** Section 12.18.020 of the Inyo County Code is amended in its entirety to read as follows:

**“12.18.020 Time of use and limitations.**

A. Entrance to the reserved facility shall be allowed at the time specified in the approved permit, and users shall leave at the time specified.

B. Indoor facilities may be reserved between the hours of eight a.m. and midnight. At the discretion of the director of parks and recreation, event hours may be extended during approved special events.

C. Outdoor facilities may be reserved between the hours of eight a.m. and ten p.m. During approved special events, hours may be extended at the discretion of the director of parks and recreation.

D. When entire campgrounds are reserved for overnight camping, the first night of the reservation will commence at 1:00 p.m. and the last night will terminate at 10:00 a.m.; four night maximum.

E. Any group wishing to reserve facilities beyond these time limits must submit a request, in writing with the reservation, to the director of parks and recreation or the organization authorized by the board of supervisors to handle reservations stating the purpose for the time extension. When such requests are honored, an additional fee may be assessed in accordance with the adopted fee schedule.

F. Ancillary campground facilities (i.e. restrooms, common areas, etc.) shall not be closed to the general public.

G. At the discretion of the director of parks and recreation, overnight camping within a park may be allowed during special events.”

**SECTION IV:** Section 12.18.030 of the Inyo County Code is amended in its entirety to read as follows:

**“12.18.030 General terms and conditions governing reserved use of facilities.**

A. Additional Conditions. The director of parks and recreation may specify additional conditions to be met for application approval and/or may place additional conditions on the activity to be held. Such conditions must be reasonable and for the protection of county interest.

B. Entire Campground Reservation. Application must be made a minimum of 6 months and no sooner than 12 months in advance. Request must be approved by the Board of Supervisors. In the event that any individual campsite reservations have been made prior to campground reservation request, County will honor those reservations.

C. Advertising, Solicitation and Sales. Groups and/or individuals shall not:

1. Distribute any handbills or circulars, post, place or erect bills, notice, paper or advertising device or matter of any kind, without prior approval from the director of parks and recreation. No placement of any of the above will be permitted on trees. Prior publication of events shall not take place until necessary permits, insurance review and fees are paid;

2. Sell or offer for sale any merchandise, articles or things whatsoever, or practice, carry on, conduct or solicit for any trade, occupation, business or profession, without prior approval from the director of parks and recreation.

D. Concessionaire. Concessionaire may be allowed to remain open during special events.

E. Special Event Plan. Event promoter will be required to provide an event work plan to the director of parks and recreation three months in advance of the proposed special event.”

**SECTION IV:** Section 12.18.150 of the Inyo County Code is amended in its entirety to read as follows:

**“12.18.150 Fees and deposit requirements.**

A. The fees and deposits for facility use are set out as follows:

<b>Picnic Shelters</b>	<b>Fee</b>	<b>Deposit</b>
Lone Pine Community Park	\$50.00	\$150.00
Dehy Park	50.00	150.00
Eastern California Museum	50.00	150.00
Mendenhall Park	50.00	150.00
Millpond Park	50.00	150.00
Izaak Walton Park	50.00	150.00

<b>Campgrounds</b>	<b>Fee</b>	<b>Deposit</b>
Baker Creek	\$725.00	\$150.00
Diaz Lake	3,000.00	300.00
Independence Creek	525.00	150.00
Pleasant Valley	1,200.00	250.00
Portagee Joe	425.00	150.00
Taboose Creek	625.00	150.00
Tinnemaha	525.00	150.00

<b>Community Buildings</b>	<b>Fee</b>	<b>Deposit</b>
Big Pine Community Building		
0-100	\$65.00	\$100.00
101-200	100.00	125.00
201-300	130.00	175.00
301-400	165.00	200.00

<b>Independence Legion Hall</b>	<b>Fee</b>	<b>Deposit</b>
0-100	\$65.00	\$100.00
101-200	100.00	125.00
201-300	130.00	175.00
301-400	165.00	200.00

<b>Statham Hall</b>	<b>Fee</b>	<b>Deposit</b>
0-100	\$65.00	\$100.00
101-200	100.00	125.00
201-300	130.00	175.00
301-400	165.00	200.00
Kitchen (per hour)	30.00	150.00
Conference Room	30.00	50.00

B. There are organizations that use these facilities on a continuous basis throughout the year. Organizations that fit into this category will pay a fee of twelve dollars per hour which generally covers utilities and maintenance.

C. Required Deposits. A security/cleaning deposit, paid in advance, for each facility (reserved on first-come, first served basis) shall be required to guarantee: (1) proper cleanup after use including additional trash removal costs if required; (2) reimbursement for minor damages to park property; and (3) to apply toward fees due the county. If alcohol is served, the deposit will be no less than two hundred fifty dollars. Persons causing more extensive damage will be held liable. This deposit is required for all group barbecue areas, buildings.”

**SECTION II: EFFECTIVE DATE**

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against same.

**PASSED AND ADOPTED THIS \_\_ DAY OF \_\_\_\_\_, 2018.**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
**Dan Totheroh, Chairperson  
Inyo County Board of Supervisors**

**ATTEST:**  
**Kevin Carunchio  
Clerk of the Board**

**By:** \_\_\_\_\_  
Darcy Ellis, Assistant



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

23

- Consent       Departmental       Correspondence Action       Public Hearing  
 Scheduled Time for       Closed Session       Informational

**FROM:** Inyo County Planning Department & County Counsel's Office

**FOR THE BOARD MEETING OF:** April 3, 2018

**SUBJECT:** Temporary Political Signs

**DEPARTMENTAL RECOMMENDATION:** Introduce, read title, and waive further reading of proposed ordinance repealing section 18.75.020 of the Inyo County Code, pertaining to temporary political signs. Conduct public hearing regarding proposed ordinance. Potentially enact proposed ordinance.

**SUMMARY DISCUSSION:** For reasons set forth below, the County Counsel's office has concluded that Section 18.75.020 of the Inyo County Code, pertaining to political signs, is arguably unconstitutional and should therefore be repealed. Section 18.75.020 reads as follows:

**18.75.020 Temporary political signs.**

No temporary political sign shall be displayed earlier than ninety days prior to, or later than ten days after, the date of an election. (Ord. 1007 § 32, 1998.)

The basic legal problem with such a sign restriction is that it isn't "content neutral" – rather, it applies specifically and only to temporary signs with political content (a type of protected speech).

Every sign ordinance distinguishes among signs. Ordinances commonly distinguish between locations (commercial property, residential property, public property, etc.), between types of signs (free-standing, wall signs, electronic signs, etc.), and between messages on the signs (commercial, safety, political, etc.). Reasonable distinctions concerning location and types of signs remain permissible "content neutral" restrictions. But in a case named *Reed v. City of Gilbert*, the United States Supreme Court made clear that sign laws requiring the government to read the sign in order to enforce the law are generally an unconstitutional regulation of speech, regardless of the government's benign motive, content-neutral justification, or lack of "animus toward the ideas contained" in the regulated speech (although there are special rules for "commercial speech" which is not at issue here). In thinking about the *Reed* decision, it is helpful to recall a few key points about Constitutional protections of free speech and local government sign regulation. This area of the law is complex—far beyond the scope and space of this staff report—but some context is helpful in understanding the issue.

*Content-Neutral Sign Regulations:* Some sign regulations concern the form and nature of the sign, not the content of the message. These regulations—called reasonable time, place, or manner restrictions—include regulation of sign size, number, materials, lighting, moving parts, and portability, among other things. These regulations are allowed, provided they are "[1] justified without reference to the content of the regulated speech, [2] that they are narrowly tailored to serve a significant governmental interest, and [3] that they leave open ample alternative channels for communication of the information." Examples of this type of regulation are found in Inyo County Code Sections 18.75.030 (signs creating traffic hazards prohibited) and 110 (height of signs).




*Content-Based Sign Regulations:* Some sign regulations like Inyo County Code Section 18.75.020 (temporary political signs), however, restrict the content of the message. An easy test to determine if the sign regulation is “content based” is if the County must read the sign to determine if the sign is subject to the regulation. The Supreme Court requires that content-based regulation of noncommercial signs must meet a “strict scrutiny” standard of review. This standard requires the government to show that the regulation is (i) designed to serve a compelling governmental interest and (ii) narrowly tailored to achieve that interest. In practice few, if any, regulations survive strict scrutiny review, and given the discussion in the Reed case, it is almost certain that Section 18.75.020 would be declared unconstitutional if challenged in court.

**ALTERNATIVES:** The Board could decline to adopt the proposed ordinance, thereby leaving Inyo County Code Section 18.75.020 on the books, but that alternative is not recommended for the reasons stated above.

**OTHER AGENCY INVOLVEMENT:** None

**FINANCING:** None

<b>APPROVALS</b>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)

 \_\_\_\_\_ Date: 3/27/18

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)

 \_\_\_\_\_ Date: 3/27/18

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,  
REPEALING SECTION 18.75.020 OF THE INYO COUNTY CODE,  
PERTAINING TO TEMPORARY POLITICAL SIGNS.**

The Board of Supervisors of the County of Inyo ordains as follows:

**SECTION I:** Inyo County Code Section 18.75.020 is repealed in its entirety and shall be replaced as follows:

“18.75.020 [RESERVED]”

**SECTION II: EFFECTIVE DATE**

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against same.

**PASSED AND ADOPTED THIS \_\_\_ DAY OF APRIL, 2018.**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
**Dan Totheroh, Chairperson  
Inyo County Board of Supervisors**

**ATTEST:**  
**Kevin Carunchio  
Clerk of the Board**

**By:** \_\_\_\_\_  
Darcy Ellis, Assistant