

# 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.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

**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.

### **January 28, 2020 - 10:00 AM**

1. **PLEDGE OF ALLEGIANCE**
2. **PUBLIC COMMENT**
3. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
4. **INTRODUCTIONS** - The following new employees will be introduced to the Board: Ana Tobio, Environmental Health Technician; and Aide Hernandez Torres, Office Technician I, Treasurer-Tax Collector's Office.

### **DEPARTMENTAL - PERSONNEL ACTIONS**

5. **Agricultural Commissioner - ESWMA** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested positions exists, as certified by the Agricultural Commissioner and concurred with by the County Administrator and Auditor-Controller; B) although internal candidates meet the qualifications for the positions and the vacancies could possibly be filled through internal recruitment, an open recruitment would be more appropriate; and C) approve the hiring of two (2) seasonal Field Assistants 01, Range 050PT (\$15.66 - \$19.01/hr.), from April 5, 2020 through September 30, 2020, contingent upon the adoption of the Fiscal Year 2020-2021 budget.
6. **Agricultural Commissioner - OVMAP** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested positions exists, as certified by the Agricultural Commissioner and concurred with by the County Administrator and Auditor-Controller; B) although internal candidates meet the qualifications for the positions and the vacancies could possibly be filled through internal recruitment, an open recruitment would be more appropriate; and C) approve the hiring of four (4) seasonal Field Assistants 01, Range 050PT (\$15.35 to \$18.63/hr.), from April 5, 2020 through September 30, 2020, contingent upon the adoption of the Fiscal Year 2020-2021 budgets.

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

7. **Agricultural Commissioner - ESWMA** - Request Board approve and authorize the Chairperson to sign Resolution No. 2020-04, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Approving the Application for Grant Funds from the California Department of Food and Agriculture under the 2020 Noxious Weed Grant Program," authorizing the Agricultural Commissioner to submit two grant applications to the California Department of Food and Agriculture in the amount of up to \$40,000 each.
8. **County Administrator - Information Services** - Request Board approve and authorize the Information Services Director to sign the Master Lease Agreement and maintenance agreement for managed multi-function machines through Canon Financial Services and American Business Machines for a 48-month term and an annual amount of \$125,000 plus any per-copy overage fees.
9. **County Administrator - Parks & Recreation** - Request Board approve Resolution No. 2020-05, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Approving Application(s) for Per Capita Grant Funds," and authorize the Chairperson to sign.
10. **Treasurer/Tax Collector** - Request Board approve the 2020 Statement of Investment Policy.
11. **Treasurer/Tax Collector** - Request Board approve Resolution No. 2020-06, titled, "A Resolution of the Board of Supervisors of the County of Inyo Delegating to the County Treasurer its Investment Authority Pursuant to Section 53607 of the Government Code," and authorize the Chairperson to sign.

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

12. **County Administrator - Parks & Recreation** - Request Board approve projects for the Proposition 68, per capita funding of approximately \$400,000.
13. **Health & Human Services - Behavioral Health** - Request Board: A) approve and authorize the Chairperson to sign Resolution No. 2020-07, declaring the County's intent to use the \$500,000 No Place Like Home (NPLH) non-competitive allocation to fund the "Silver Peaks" 72-unit affordable housing complex; and B) approve and authorize the HHS Director to sign a Memorandum of Understanding between Inyo County HHS and Silver Peaks, LLC to provide \$50,000 in NPLH technical assistance funding to Silver Peaks, LLC to close escrow on the land for Silver Peaks.
14. **Health & Human Services** - Request Board ratify and approve the contract between the County of Inyo and Bakersfield Behavioral Healthcare Hospital, LLC for acute psychiatric inpatient services in an amount not to exceed \$50,000 for the period of July 1, 2019 to June 30, 2020 and authorize Chairperson to sign the contract and the HHS Director or designee to sign the HIPAA Business Associate Agreement.

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

15. ***PUBLIC COMMENT***

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**

16. **Treasurer-Tax Collector** - Treasury Status Report for the Quarter Ending December 31, 2019.



# County of Inyo



## Agricultural Commissioner - ESWMA

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** January 28, 2020

**FROM:** Eastern Sierra Weed Management Area

**SUBJECT:**

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**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested positions exists, as certified by the Agricultural Commissioner and concurred with by the County Administrator and Auditor-Controller; B) although internal candidates meet the qualifications for the positions and the vacancies could possibly be filled through internal recruitment, an open recruitment would be more appropriate; and C) approve the hiring of two (2) seasonal Field Assistants 01, Range 050PT (\$15.66 - \$19.01/hr.), from April 5, 2020 through September 30, 2020, contingent upon the adoption of the Fiscal Year 2020-2021 budget.

**SUMMARY/JUSTIFICATION:**

The ESWMA hires seasonal Field Assistants annually during the warm season to assist with noxious weed abatement activities including site monitoring, surveillance, and treatments.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could not approve the personnel action outlined in the Departmental Recommendation. This alternative would limit the scope of noxious weed abatement treatments, allowing for an increase in noxious weed populations in Inyo and Mono Counties, and potentially preclude this program from fulfilling commitments to current grant funding requirements and contracted work for other agencies.

**OTHER AGENCY INVOLVEMENT:**

The Inyo County Personnel Department will assist with the recruitment of the requested positions.

**FINANCING:**

Sufficient funds are available for these positions from April 5, 2020 through June 30, 2020 in the ESWMA fiscal year 2019-2020 budget (unit 621300, object code 5012, Part Time Employees) previously approved by the Board. Funding for these positions from July 1, 2019 through September 30, 2020 will be included in the

department requested budget for the fiscal year 2019-2020, but is contingent upon Board approval of that budget. The ESWMA is a non-general fund program. There will be no fiscal impact to the Inyo County General Fund.

**ATTACHMENTS:**

**APPROVALS:**

Alexandra Barbella	Created/Initiated - 1/15/2020
Darcy Ellis	Approved - 1/15/2020
Alexandra Barbella	Approved - 1/22/2020
Sue Dishion	Approved - 1/22/2020
Amy Shepherd	Approved - 1/22/2020
Marshall Rudolph	Final Approval - 1/22/2020



# County of Inyo



## Agricultural Commissioner - OVMAP DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** January 28, 2020

**FROM:** Owens Valley Mosquito Abatement Program

**SUBJECT:**

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**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested positions exists, as certified by the Agricultural Commissioner and concurred with by the County Administrator and Auditor-Controller; B) although internal candidates meet the qualifications for the positions and the vacancies could possibly be filled through internal recruitment, an open recruitment would be more appropriate; and C) approve the hiring of four (4) seasonal Field Assistants 01, Range 050PT (\$15.35 to \$18.63/hr.), from April 5, 2020 through September 30, 2020, contingent upon the adoption of the Fiscal Year 2020-2021 budgets.

**SUMMARY/JUSTIFICATION:**

The OVMAP hires seasonal Field Assistants annually during the warm season to assist with mosquito abatement activities including source monitoring, surveillance, and treatments.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could not approve the personnel action outlined in the Departmental Recommendation. This alternative would limit the scope of mosquito abatement treatments performed and potentially affect the health and comfort of the public through increased risk of mosquito-borne disease transmission and nuisance mosquito conditions.

**OTHER AGENCY INVOLVEMENT:**

The Inyo County Personnel Department will assist with the recruitment of the requested positions.

**FINANCING:**

Sufficient funds are available for these positions from April 4, 2020 through June 30, 2020 in the OVMAP fiscal year 2019-2020 budget (unit 154101, object code 5012, Part Time Employees) previously approved by the Board. Funding for these positions from July 1, 2020 through September 30, 2020 will be included in the

department requested budget for the fiscal year 2020-2021, but is contingent upon Board approval of that budget. The OVMAP is a non-general fund program. There will be no fiscal impact to the Inyo County General Fund.

**ATTACHMENTS:**

**APPROVALS:**

Alexandra Barbella	Created/Initiated - 1/13/2020
Darcy Ellis	Approved - 1/14/2020
Alexandra Barbella	Approved - 1/14/2020
Sue Dishion	Approved - 1/14/2020
Amy Shepherd	Approved - 1/14/2020
Marshall Rudolph	Final Approval - 1/14/2020



# County of Inyo



## Agricultural Commissioner - ESWMA

### CONSENT - ACTION REQUIRED

**MEETING:** January 28, 2020

**FROM:** Nathan Reade

**SUBJECT:** Approval of a Resolution to Apply for California Department of Food and Agriculture Grant Funding

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**RECOMMENDED ACTION:**

Request Board approve and authorize the Chairperson to sign Resolution No. 2020-04, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Approving the Application for Grant Funds from the California Department of Food and Agriculture under the 2020 Noxious Weed Grant Program," authorizing the Agricultural Commissioner to submit two grant applications to the California Department of Food and Agriculture in the amount of up to \$40,000 each.

**SUMMARY/JUSTIFICATION:**

The California Department of Food and Agriculture recently released a request for proposals to County Agricultural Commissioner's Offices for projects intended to control invasive weeds. These projects are meant to target the following goals:

- (1) Increase the profitability and value of cropland and rangeland.
- (2) Decrease the costs of roadside, park, and waterway maintenance.
- (3) Reduce the fire hazard and fire control costs in the state.
- (4) Protect the biodiversity of native ecosystems.
- (5) Maintain the recreational and aesthetic value of open space, recreational, and public areas.
- (6) Increase water supply and flow.

These grants are a part of new funding provided by the State of California through the California Department of Food and Agriculture. Each county has the opportunity to apply for up to \$40,000. The Inyo/Mono Agricultural Commissioner's Office intends to apply for two of these grants since our office covers two counties.

Projects funded by these resources must be CEQA compliant. Funds must be expended by December 31, 2020. This funding allows for the purchase of equipment which is a rarity for grant funds.

The Inyo/Mono Agricultural Commissioner's Office intends to apply for this funding to replace a vehicle and other equipment that are extremely dated. The purchase of equipment will not require CEQA compliance and can be completed before the December 31 deadline to expend funding.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

The Agricultural Commissioner's Office has operated an invasive plant management program for decades as a

partner in the Eastern Sierra Weed Management Area group. This program is entirely funded by grants and agreements and receives no county general funds from Inyo County.

Funding was previously available from the California Department of Food and Agriculture for these types of programs but that funding ceased 10 years ago. This new funding opportunity is the state's attempt to move back into helping counties with this important work.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could decide not approve the application to the grants. This is not recommended as it would result in a potential loss of revenue that would inhibit the ability of the ESWMA to perform it's duties and a potential increase in noxious weed populations in Inyo and Mono Counties. Not approving these contracts could also reduce future Eastern Sierra Weed Management Area revenues through fiscal year 2020-2021.

**OTHER AGENCY INVOLVEMENT:**

The California Department of Food and Agriculture is granting these funds.

**FINANCING:**

Funding for in-kind expenditures contained in this request is already in place through existing staff positions. Weed management activities are wholly funded by outside grants and contracts. This revenue will apply to budget number 621300, as a state grant revenue.

**ATTACHMENTS:**

1. 2020 NOXIOUS WEED GRANT PROGRAM
2. CDFA Grant Resolution

**APPROVALS:**

Alexandra Barbella	Created/Initiated - 1/14/2020
Darcy Ellis	Approved - 1/14/2020
Alexandra Barbella	Approved - 1/22/2020
Sue Dishion	Approved - 1/22/2020
Amy Shepherd	Approved - 1/22/2020
Marshall Rudolph	Final Approval - 1/22/2020



# 2020 NOXIOUS WEED GRANT PROGRAM

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## Request for Grant Applications

Released: (Date)

Applications Due: (Date), 2020 by 5:00 p.m. PDT  
*No late submissions accepted.*



**California Department of Food and Agriculture**  
**Plant Health and Pest Prevention Services**  
**Integrated Pest Control Branch**  
2800 Gateway Oaks  
Sacramento, CA 95814  
(916) 262-1102  
[CDFA.PHPPS\\_IPCB\\_Invoices@cdfa.ca.gov](mailto:CDFA.PHPPS_IPCB_Invoices@cdfa.ca.gov)

# About the Program

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## Purpose

The California Department of Food and Agriculture's (CDFA) 2020 Noxious Weed Grant Program (NWGP) will award grants to eligible applicants within the State of California for the implementation of an integrated weed management plan.

## Funding and Duration

CDFA will fund a maximum of one grant award of **\$(Amount up to \$40,000)** per county to County Agricultural Commissioners. An award maximum amount has been included to ensure encumbrance of funds in a variety of geographic locations that will result in quantifiable accomplishments.

The maximum project term is ten (10) months and grant funds cannot be expended before March 1, 2020, or after December 31, 2020. CDFA may offer an award different than the amount requested.

## Eligibility and Exclusions

To be eligible, applicants must be a County Agricultural Commissioner. The project site must be located within the state of California. Applications must reflect work pertaining to implementation of controlling and/or mapping of noxious and invasive weed populations as defined in Food and Agricultural Code section 7270.5(b). Applicants are encouraged to identify collaboration among organizations through a Weed Management Area or similar partnership. Cost-share is strongly encouraged. See [Matching Funds](#) for more details.

Goals of the Project shall include, but not be limited to, all of the following:

- (1) Increase the profitability and value of cropland and rangeland.
- (2) Decrease the costs of roadside, park, and waterway maintenance.
- (3) Reduce the fire hazard and fire control costs in the state.
- (4) Protect the biodiversity of native ecosystems.
- (5) Maintain the recreational and aesthetic value of open space, recreational, and public areas.
- (6) Increase water supply and flow.

Application must:

- Describe weed species and areas to be controlled/mapped and why they were selected
- Describe how control/mapping will be performed (technique, timing, etc.)

## Timeline

2020 NWGP Timeline	
Invitation to submit Grant Applications	(Date)
Conference Call	(Date)
Grant Applications Due	January 17, 2020 at 5:00 p.m. PDT
Review Process	January 20-31 , 2020
Announce and Award Funding	February 3, 2020
Grants Awarded	March 1, 2020
Final Date to Complete Field Work	December 31, 2020
Final Report and Invoice Due	February 15, 2021

# Requirements and Limitations

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## Program Requirements

The 2020 NWGP will support implementation of weed control and weed mapping projects in California that result in permanent, annual, and measurable work product (map or plan) and/or weed reductions. All projects that receive funding are required to have measurable results.

Grant recipients will be required to submit a mid-year and final report using the CDFA 2020 NWGP Report and Mapping Template(s).

Final project reports are required 30 days after project completion, no later than January 31, 2020. Final project reports should include detailed information on project results and include photos of field work showing progress (before/after photos).

## California Environmental Quality Act and Permits

Activities funded under the Program must be in compliance with applicable state and federal laws and regulations, including the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and other environmental permitting requirements.

Applications for activities subject to CEQA and/or NEPA must identify the lead agency or agencies and provide documentation evidencing that the agency or agencies have accepted the lead agency role. The project applicant is responsible for project compliance.

Environmental compliance should encompass the entire project and not a particular portion or phase (no partial compliance).

If awarded, grant recipients are expected to demonstrate compliance with CEQA and all applicable permitting within three (3) months of the execution of the grant agreement.

## Project Technology

2020 NWGP grant funds **cannot** be used for pre-commercial or new technology development. *Pre-commercial technologies* are defined as new technologies or enhancements of existing technologies that are not commercially available.

## Matching Funds

Grant recipients utilizing matching funds must report any matching funds contributed to the project and ability to commence work while waiting for grant payments in arrears.

*Matching funds* are a portion of project costs not borne by the NWGP. Matching contributions include allowable costs incurred that are directly related to the implementation of the grant (i.e., supplies and materials, equipment, and contractor/consultant fees, and other associated project costs).

## Allowable Costs

Not more than 10% of the funds may be used for meetings, travel, administration and coordination costs. Project costs must clearly support the implementation of the weed grant, including, but not limited to:

*Personnel Services:* Program administration directly related to project implementation (no utility cost or insurance charges). Outreach and Education includes preparing materials or other time spent conducting community outreach on items directly related to project implementation. Survey and Mapping of weed populations and time spent reporting data directly related to the NWGP project.

*Supplies:* Supplies and materials are items with an acquisition cost less than \$5,000 per unit and have a useful life of less than one (1) year.

*Equipment:* Equipment is an article of nonexpendable, tangible personal property and has a useful life of more than one (1) year, and a purchase cost which equals or exceeds \$5,000 per unit.

*Herbicides:* Pesticide and adjuvants specifically used in control and eradication work during project implementation.

*Contractor/Consultant:* Contractor fees are limited to labor to install the project. Consultant fees are for a specific and identifiable service that is directly related to project implementation.

*NOTE: Compensation for individual contractor/consultant fees must be reasonable and consistent with fees in the marketplace for the same or similar services.*

*Travel Costs:* Travel costs associated with attendance of local or statewide WMA meetings, in addition to travel necessary to perform required project objectives within the state of California.

*Other Costs:* Other direct costs and expenses for implementing the project not covered in any of the previous categories such as postage. If rental vehicles are used, grant recipients should utilize the most economical rental vehicle option available. Reimbursement is up to the actual cost. Fuel reimbursement when using a rental vehicle will be at the actual cost for the fuel, and must be supported with receipts

*Mileage:* Not to exceed the current federal rate.. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the U.S. Internal Revenue Service (IRS) in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on the IRS website. Mileage logs should be utilized to substantiate mileage costs. Note: For rental vehicles, see 'Other Costs'.

*Indirect Costs:* (also known as "facilities and administrative costs") are costs incurred for common or joint objectives that cannot be identified specifically with a particular project, program, or organizational activity. The Recipient can use their negotiated rate, or Indirect Cost Rate that is consistent with their organization's written policy. In the absence of a negotiated rate or written policy, 10% de minimis can apply. Apply this rate for the life of the Agreement.

## Unallowable Costs

The following costs are **not** allowed:

- Costs incurred outside of the grant term.
- Costs covered by another State or Federal grant program.
- Pre-development costs, including, but not limited to: permits, project designs, and any other activities that contributed to a project's readiness.
- Costs associated with environmental review required for project permits, including preparation of Environmental Impact Reports.
- Expenditures for purchasing or leasing land or buildings.
- Costs of food or rent incurred during community outreach.
- Costs associated with mitigation of potential adverse impacts (i.e., California Government Code

Section 16428.86(a)).

# How to Apply

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Applicants are required to download, complete and submit the NWGP application using the required template. Applications must be submitted electronically via email CDFA.PHPPS\_IPCB\_Invoices@cdfa.ca.gov by 5:00 p.m. PDT on January 10, 2020.

## *Attachment 1: Project Narrative Template*

The Project Narrative should detail the weed control project, the specific type of control to be used in the proposal, mapping, weed species and location(s). For joint projects the plan for the entire project must be included.

## *Attachment 2: Budget Worksheet Template*

Applicants must provide a clear accounting of personnel and operating costs, work hours, equipment and travel associated with all activities necessary to complete the project. Applicants must identify 2020 NWGP funds requested and the source and amount of matching funds if applicable. Not more than 10% of the funds may be used for meetings, travel, administration and coordination costs.

CDFA will reply with an email confirmation when applications are received. If you do not receive confirmation within two (2) business days of your submission, contact the CDFA Integrated Pest Control Branch at (916) 262-1102.

# Review and Notification

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## Review Process

Projects will be selected for award so long as the application meets the minimum criteria set forth below. CDFA will conduct the following review during the grant application process:

1. All applications are subject to an administrative review to determine whether application requirements were met.
2. Additional considerations may be given for the projects ability to meet identified goals.

## Disqualifications

During the administrative review, the following will result in the automatic disqualification of a grant application:

- One or more unanswered questions necessary for the administrative review
- Missing, blank, unreadable, or corrupt content
- Unusable or unreadable attachments
- Requests for more than the maximum award amount

**APPEAL RIGHTS:** Any disqualification taken by the Plant Health Pest Prevention, Integrated Control Branch during the administrative review for the preceding reasons may be appealed to CDFA's Office of Hearings and Appeals Office within 10 days of receiving a notice of disqualification from CDFA. The appeal must be in writing and signed by the responsible party name on the grant application or his/her authorized agent. It must state the grounds for the appeal and include any supporting documents and a copy of the decision being challenged. The submissions must be sent to the California Department of Food and Agriculture, Office of Hearings and Appeals, 1220 N Street, Sacramento, CA 95814 or emailed to [CDFA.LegalOffice@cdfa.ca.gov](mailto:CDFA.LegalOffice@cdfa.ca.gov). If submissions are not received within the time frame provided above, the appeal will be denied.



**RESOLUTION NO. 2020-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE UNDER THE 2020 NOXIOUS WEED GRANT PROGRAM**

**Whereas**, funds were made available by the California Department of Food and Agriculture (CDFA) for invasive weed control by weed management area groups via county Agricultural Commissioner's Offices, and

**Whereas**, the Inyo and Mono Counties Agricultural Commissioner's Office (CAC) intends to control and eradicate invasive weed populations within Inyo and Mono Counties as an Eastern Sierra Weed Management Area (ESWMA) partner, and

**Whereas**, the goals of the CDFA grant program align with the goals of the Inyo County, CAC, and the ESWMA, including increasing the profitability and value of cropland and rangeland, decreasing the costs of roadside, park, and waterway maintenance, reducing the fire hazard and fire control costs in the state, protecting the biodiversity of native ecosystems, maintaining the recreational and aesthetic value of open space, recreational, and public areas, and increasing water supply and flow.

**Now, therefore let it be resolved** by the Inyo County Board of Supervisors to:

- (a) approve the submittal of two proposals to CDFA by the CAC; and,
- (b) appoint the Inyo/Mono Agricultural Commissioner and his/her designee, as agent to conduct all negotiations, execute and submit all documents, including but not limited to: applications, agreements, payment requests, and other documents which may be necessary for the completion of the proposed projects.

**Passed and Adopted** by the Inyo County Board of Supervisors this \_\_\_\_\_ day of January, 2020 by the following vote of the Board of Supervisors:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Chair, Inyo County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY CLERK

\_\_\_\_\_  
COUNTY COUNSEL



# County of Inyo



## County Administrator - Information Services

### CONSENT - ACTION REQUIRED

**MEETING:** January 28, 2020

**FROM:** Scott Armstrong

**SUBJECT:** Request approval to change the current contract with Canon Financial Services ("CFS") for photocopier machine lease and management by American Business Machines ("ABM") from a per-machine lease to a master lease agreement. The master lease agreement allows the County to add additional managed machines when necessary without having to go to Board for Amendments to the original contract.

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**RECOMMENDED ACTION:**

Request Board approve and authorize the Information Services Director to sign the Master Lease Agreement and maintenance agreement for managed multi-function machines through Canon Financial Services and American Business Machines for a 48-month term and an annual amount of \$125,000 plus any per-copy overage fees.

**SUMMARY/JUSTIFICATION:**

In January 2019 your Board approved the 5 year lease agreement and contract with American Business Machines and CFS for the purpose of upgrading the County's photocopier machines. The initial agreement was for 42 managed, multi-functional copier, printer, fax machines, most with color capability. In July 2019 there was an Amendment to add an additional 11 machines. Since the deployment of the machines additional requests have been made through departments. Having managed machines throughout the county eliminates the need for expensive-to-maintain standalone printers while still embracing a centralized printing model.

Since the departments have seen the benefit of utilizing the managed multi-function machines vs the more expensive alternative, many have requested to have additional machines in offices currently not equipped with managed machines. This Master Agreement allows deployment of additional machines, as needed and within budget.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the new agreement, in which case departments would need to look at obtaining multi-function printers from another source or do an Amendment to the current ABM and CFS agreement every time a new machine is added.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Funding for this estimated cost was requested in the FY 2019-20. Funding for obligations in future years will be requested in the Information Services budget for those years. Information Services collects print counts on a monthly basis and bills departments quarterly based on their printing activity.

**ATTACHMENTS:**

1. Canon Financial Services Master Agreement
2. American Business Machines Customer Guarantee
3. ABM Maintenance Agreement

**APPROVALS:**

Lavon Sargent	Created/Initiated - 1/14/2020
Darcy Ellis	Approved - 1/14/2020
Lavon Sargent	Approved - 1/15/2020
Amy Shepherd	Approved - 1/16/2020
Marshall Rudolph	Approved - 1/23/2020
Scott Armstrong	Final Approval - 1/23/2020



**CANON FINANCIAL SERVICES, INC.** ("CFS")  
 Remittance address: 14904 Collections Center Drive  
 Chicago, Illinois 60693 (800) 220-0200

**Total Solution  
 MASTER AGREEMENT**  
 CFS-1090 (10/17)

THIS TOTAL SOLUTION MASTER AGREEMENT (this "Agreement") is entered into by and between Jones-Walbaum Corporation DBA: American Business Machines  
 ("Dealer") and its customer County of Inyo ("Customer").

Dealer may from time to time lease or rent, as applicable, to Customer the Equipment (as defined below) supplied by Dealer and described in any schedule designated as a "Lease Schedule" or as a "Rental Schedule." This Agreement is entered into between Customer and Dealer, but Dealer intends to assign it to Canon Financial Services, Inc. ("CFS"), with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, and CFS shall succeed to Dealer's rights and benefits hereunder, including ownership of and title to the Equipment, but not the Dealer's obligations hereunder. Prior to such assignment, Dealer shall be "Lessor", after such assignment, CFS shall be "Lessor". Lessor reserves the right to modify the forms of such schedules, and any such modified form referring to this Agreement signed by Customer and accepted by Lessor shall be a Lease Schedule or a Rental Schedule, as applicable. Each Lease Schedule or Rental Schedule (a "Schedule") referring to this Agreement will constitute a separate agreement for the lease of the equipment described therein and shall incorporate the applicable terms of this Agreement.

**TERMS AND CONDITIONS**

**1. AGREEMENT:** Dealer leases to Customer, a \_\_\_\_\_ organized under the laws of the State of California with its chief executive office at \_\_\_\_\_, and Customer leases from Dealer all the equipment described in any Schedule signed by Customer and accepted by Lessor, together with all replacement parts and substitutions for and additions to such equipment (the "Equipment"), upon the terms and conditions set forth in this Agreement.

**2. TERM OF SCHEDULE:** Each Schedule under this Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes Lessor's form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of each Schedule begins on the date accepted by Lessor or any later date that Lessor designates ("Agreement Date"), and shall consist of the payment periods specified on such Schedule, any Interim Period, and any renewal periods. After acceptance of the Equipment covered by any Schedule, Customer shall have no right to revoke such acceptance or cancel such Schedule during the term indicated thereon. The term of this Agreement or any Schedule shall end, unless sooner terminated by Lessor, when all amounts required to be paid by Customer under this Agreement or any Schedule have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof, or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Customer has no right to return the Equipment to Lessor prior to the end of the scheduled term of any Schedule for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term.

**3. PAYMENTS:** Customer agrees to pay to Lessor, as invoiced, during the term of each Schedule, (a) the lease or rental payments specified on the respective Schedule and (b) such other amounts permitted hereunder as invoiced by Lessor ("Payments"). With respect to each Schedule, Customer also agrees to pay Lessor an interim payment in an amount equal to 1/30<sup>th</sup> of the monthly amount of the Payment multiplied by the number of days between the Commencement Date and the Agreement Date ("Interim Period"), as determined by Lessor. The amount of each Payment and the End of Term Purchase Option ("Purchase Option") price specified on each Schedule are based on the supplier's best estimate of the cost of the Equipment and any related service and supplies. Customer authorizes Lessor to adjust the Payment and Purchase Option herein by up to fifteen percent (15%) if the actual total cost of the Equipment and any related service and supplies, including any sales or use tax, is more or less than originally estimated. Once in each twelve (12) month period following the anniversary of any Rental Schedule, Dealer has the right to increase both (i) the portion of the Monthly Minimum Rental Payment related to copy charges and (ii) the Overage Copy Charge on the anniversary of the Commencement Date in an amount not to exceed fifteen percent (15%) of such charges which were in effect immediately prior to such price increase. Customer shall remit all Payments hereunder directly to CFS at 14904 Collections Center Drive, Chicago, Illinois 60693, unless otherwise directed by Lessor. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever.

**4. APPLICATION OF PAYMENTS; METER READINGS:** All Payments received by Lessor from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount, and among amounts having the same date in such order as Lessor, in its discretion, may determine. Customer agrees to advise the Dealer indicated on the Rental Schedule of the meter readings for the Equipment upon request.

**5. ADVANCE PAYMENTS:** Customer agrees that Lessor may in its sole discretion apply, but shall not be obligated to apply, any amounts paid in advance to any amount due or to become due under this Agreement or any Schedule and in no event shall any amount paid in advance earn interest except where required by applicable law.

**6. NO LESSOR WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT NEITHER DEALER NOR CFS IS A MANUFACTURER, AND CFS IS NOT A DEALER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED OR RENTED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT NEITHER DEALER NOR CFS HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, Dealer, or supplier is separate from, and is not a part of, this Agreement or any Schedule, and shall be for the benefit of CFS, Customer, and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, Dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, Dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, Dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT, ANY SCHEDULE OR THE EQUIPMENT ON BEHALF OF CFS.

**7. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to Lessor written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. Lessor is the lessor and Customer is the lessee of the Equipment described in any Schedule under this Agreement. As between

Lessor and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement or any Schedule and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not accept assignment of this Agreement or any Schedule. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of the applicable Schedule.

**8. LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified on the applicable Schedule except with the prior written consent of Lessor. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of Lessor. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The jurisdiction of organization and chief executive office address of Customer are as set forth herein. Customer shall provide Lessor with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or its form of organization (including, without limitation, its jurisdiction of organization), and shall execute and deliver to Lessor such documents as required or appropriate.

**9. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes Lessor (and any third party filing service designated by Lessor) to execute and file (a) financing statements evidencing the interest of Lessor in the Equipment (including forms containing a broader description of the Equipment than the description set forth in the respective Schedule), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.

**10 INDEMNITY:** Dealer is responsible for installation of the Equipment. Customer shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement and any Schedules.

**11. MAINTENANCE; ALTERATIONS:** (A) FOR EQUIPMENT ON LEASE SCHEDULES. Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of Lessor, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement. (B) FOR EQUIPMENT ON RENTAL SCHEDULES. The charges established on Rental Schedules include payments for services and supplies, and Dealer is responsible for providing those services and supplies described in "Service and Supplies Included" on the Rental Schedule. Service will be performed by Dealer during regular business hours (9:00 a.m. to 5:00 p.m., Monday through Friday, except holidays) at no cost to Customer other than as set forth below in this paragraph. Customer shall use reasonable care in handling and operation of the Equipment. Dealer shall have the right to inspect, repair and remove Equipment and/or read the meter at any time during Customer's business hours. Any service work made necessary by Customer's willful act or negligence (including, without limitation, damage to any photoreceptor copier drums ("Copier Drums") and use of supplies other than those distributed by Dealer which cause abnormally frequent service calls or service problems), or any service work Customer may request to be performed outside regular business hours, shall be invoiced in accordance with Dealer's established service policies. Dealer shall have the right to substitute equivalent Equipment at any time during the term of the applicable Rental Schedule. Paper must be purchased separately by Customer. Customer acknowledges that CFS will not be responsible for any service, repairs or maintenance of the Equipment, whether provided for in this Agreement, the applicable Rental Schedule, or in any other agreement between Dealer and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under this Agreement and the applicable Schedule without deducting or withholding any amounts.

**12. TAXES; OTHER FEES AND CHARGES:** CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to Lessor or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges, as required hereunder, Lessor shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse Lessor, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that where required by law, Lessor will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse Lessor for the expense of such personal property taxes as invoiced by Lessor and pay Lessor a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that Lessor has not, and will not, render tax advice to Customer and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT UNDER EACH SCHEDULE AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT TO ANY SCHEDULE, CUSTOMER SHALL PAY TO LESSOR A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE LESSOR FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

**13. INSURANCE:** Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (A) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (B) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor thirty (30) days written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to Lessor. The proceeds of such insurance, at the option of Lessor, shall be applied to (a) replace or repair the Equipment, or (b) pay Lessor the "Remaining Lease Balance" on the applicable Schedule, which shall be the sum of: (i) all amounts then owed by Customer to Lessor under this Agreement and the applicable Schedule; *plus* (ii) the present value of all remaining Payments for the full term of this Agreement and the applicable Schedule; *plus* (iii) the "Asset Value," which shall be: (A) for a Schedule with a \$1.00 Purchase Option, \$1.00; (B) for a Schedule with a Fair Market Value Purchase Option or no Purchase Option selected, the Fair Market Value of the Equipment (as defined herein); and (C) for a Schedule with an Other Purchase Option, the respective dollar amount of such Purchase Option indicated on the applicable Schedule; *plus* (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement or any Schedule, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints Lessor as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days after Lessor's request, Customer fails to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing.

**14. LOSS; DAMAGE:** Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement or any Schedule. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of Lessor, will (a) replace the same with like equipment in a condition acceptable to Lessor and convey clear title to such equipment to Lessor (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay Lessor the Remaining Lease Balance. Upon Lessor's receipt of the Remaining Lease Balance, Lessor shall transfer the applicable Equipment to Customer "AS-IS, WHERE-IS" without any representation or warranty whatsoever, except for title, and the applicable Schedule shall terminate with respect to such Equipment.

**15. DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under this Agreement and all Schedules: (a) Customer defaults in the payment when due of any indebtedness of Customer to Lessor, whether or not arising under this Agreement or any Schedule, without notice or demand by Lessor; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against

Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to Lessor is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

**16. FINANCIAL AND OTHER REPORTS:** Customer shall provide Lessor such financial information as Lessor may from time to time request. Customer hereby warrants and represents that all financial statements previously delivered or to be delivered to Lessor by or on behalf of Customer, and any statements and data submitted in writing to Lessor in connection with this Agreement or any Schedule, are or will be true and correct in all material respects.

**17. CUSTOMER WARRANTIES:** Customer represents and warrants to Lessor that as of the date of this Agreement, of each Schedule and of each Acceptance Certificate: (a) Customer has the power and capacity to enter into the respective Schedule, any documents related to the purchase of the Equipment leased under such Schedule and any other documents required to be delivered in connection with such Schedule (collectively, the "Documents"); the Documents have been duly authorized, executed and delivered by Customer and constitute valid, legal and binding agreements, enforceable in accordance with their terms; there are no proceedings presently pending or threatened against Customer which may impair its ability to perform under the Agreement or any Schedule; and all information supplied to Lessor is accurate and complete; (b) Customer's entering into the respective Schedule and the leasing of the Equipment does not and will not: (i) violate any judgment, order, or law applicable to the Schedule, Customer or Customer's certificate of incorporation or bylaws (if Customer is a corporation) or Customer's operating agreement or limited liability company agreement (if Customer is a limited liability company) or Customer's partnership agreement (if Customer is a partnership); or (ii) result in the creation of any lien, security interest or other encumbrance upon the Equipment; (c) all financial data of Customer or of any consolidated group of companies of which Customer is a member (the "Customer Group"), delivered to Lessor have been prepared in accordance with generally accepted accounting principles applied on a consistent basis with prior periods and fairly present the financial position and results from operations of Customer, or of the Customer Group, as of the stated date and period(s); since the date of the most recently delivered financial data, there has been no material adverse change in the financial or operating condition of Customer or of the Customer Group; and (d) if Customer is a corporation, limited liability company or partnership, it is and will be validly existing and in good standing under the laws of the state of its incorporation, formation or organization; the persons signing this Agreement or any Schedule are acting with the full authority of its board of directors (if Customer is a corporation), or managers or members as appropriate (if Customer is a limited liability company), or partners (if Customer is a partnership) and hold the offices indicated below their signatures, which are genuine.

**18. REMEDIES:** Upon the happening of any one or more Events of Default, Lessor shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all unpaid Payments hereunder (whether or not then due) and other amounts due under this Agreement and all Schedules, with Lessor retaining title to the Equipment; (b) to terminate any and all Schedules with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (i) retain such Equipment and all Payments and other sums paid under this Agreement and all Schedules, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (d) to pursue any other remedy permitted at law or in equity. Lessor (i) may dispose of the Equipment in its then present condition or following such preparation and processing as Lessor deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by Lessor. Failure to exercise any remedy that Lessor may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

**19. LATE CHARGES; EXPENSES OF ENFORCEMENT:** If Customer fails to pay any sum to be paid by Customer to Lessor under any Schedule on or before the due date, Customer shall pay Lessor, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for Lessor's internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse Lessor for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies under this Agreement or any Schedule or in enforcing any of the terms of this Agreement or any Schedule, including without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

**20. ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT OR ANY SCHEDULE IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF LESSOR. Lessor may pledge or transfer this Agreement or any Schedule. Customer agrees that if Lessor transfers this Agreement or any Schedule, the assignee will have the same rights and benefits that Lessor has now and will not have to perform any of Dealer's or CFS' obligations which Dealer or CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against Lessor. If Customer is given notice of any such transfer, Customer agrees if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

**21. RENEWAL; RETURN:** Except in the case of a Lease Schedule containing a \$1.00 Purchase Option, each Schedule shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to Lessor at least sixty (60) days before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercises such Purchase Option, or (ii) does not want to renew the Schedule and at the end of such term returns the respective Equipment as provided below. Unless a Schedule automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of the respective Schedule, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return to Lessor the Equipment subject to a Schedule as provided herein, Customer shall pay to Lessor upon demand one billing period's Payment (as specified in the applicable Schedule) for each billing period or portion thereof that such return is delayed. Customer shall reimburse Lessor for any costs incurred by Lessor to place the Equipment in good operating condition.

**22. PURCHASE OPTION:** (A) END OF TERM PURCHASE OPTION. To exercise this option, Customer shall give Lessor sixty (60) days' prior irrevocable written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of the applicable Lease Schedule, or the Fair Market Value for an applicable Rental Schedule, plus any applicable taxes, expenses, charges, and fees. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment on the respective Schedule at a price equal to the sum of all remaining Payments plus the Fair Market Value, plus (any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time Customer notifies Lessor of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, Lessor shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and the applicable Schedule shall terminate.

**23. DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS or Dealer, if any, is purely incidental to the services performed by CFS and Dealer. Neither CFS or Dealer nor any of their affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data

erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify Dealer, and CFS, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, Dealer and CFS applies, or could be construed to apply to Data.

**24. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement or any Schedule is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

**25. UCC - ARTICLE 2A:** CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT AND EACH SCHEDULE IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

**26. WAIVER OF OFFSET:** The lease created by each Lease Schedule and this Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the Dealer, supplier or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under each Lease Schedule and this Agreement and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.


**27. ADDITIONAL DOCUMENTATION:** Customer agrees to deliver to Lessor, on or before the date of this Agreement or the first Schedule, each of the following in form and substance satisfactory to Lessor: (a) a copy of the resolutions of the board of directors of Customer (if Customer is a corporation), or a copy of the resolutions of the managers or members, as appropriate (if Customer is a limited liability company), or an authorization of all the general partners of Customer (if Customer is a partnership), authorizing the execution, delivery and performance of this Agreement, each Schedule, and each Acceptance Certificate (the "Lease Documents"), certified by the secretary or an assistant secretary of Customer (if Customer is a corporation), or by the managers or authorized members as appropriate (if Customer is a limited liability company), or by all the general partners of Customer (if Customer is a partnership); (b) a certificate signed by the secretary or an assistant secretary of Customer (if Customer is a corporation), or by the managers or authorized members as appropriate (if Customer is a limited liability company), or all the general partners of Customer (if Customer is a partnership) as to the incumbency and signatures of the persons authorized to execute and deliver the Lease Documents; and (c) such other documents as Lessor shall request.

**28. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** THIS AGREEMENT AND ALL SCHEDULES SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

**29. MISCELLANEOUS:** All notices required or permitted under this Agreement or any Schedule shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Lessor to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All such notices to Lessor from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement or any Schedule as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under each Schedule shall survive the delivery and return of the respective Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that Lessor may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and Lessor and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that Lessor may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

Customer and Lessor have each caused this Agreement to be executed as of the date first written below.

<b>CUSTOMER</b>	
Customer Legal Name	_____
By:	_____
Name:	_____
Title:	_____
Tax ID#:	_____ If proprietor, DOB, _____
By:	_____
Name:	_____
Title:	_____

<b>DEALER</b>	
Dealer Legal Name:	Jones-Walbaum Corp. DBA: American Business Machines
By:	
Name:	Ryan Jones
Title:	General Manager
Date:	1-21-2020



Canon Financial Services, Inc.

**Addendum to Total  
Solution Master  
Agreement for Customer #  
52880**

WHEREAS, Jones Walbaum Corporation and County of Inyo ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement (CFS-1090 10/17) are changed as follows:

**3. PAYMENTS:** Paragraph 3 is amended by deleting the second and fourth sentences in their entirety.

**5. ADVANCE PAYMENTS:** Paragraph 5 is amended by deleting it in its entirety.

**10. INDEMNITY:** Paragraph 10 is amended by adding the following to the end of the second sentence: "unless due to Lessor's gross negligence or willful misconduct".

Customer agrees that Jones Walbaum Corporation may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY JONES WALBAUM CORPORATION.

<p><b>Jones Walbaum Corporation</b></p> <p>By: _____  Title: <u>GENERAL MANAGER</u>  Date: <u>11-21-2020</u></p>	<p><b>County of Inyo</b></p> <p>By: _____  Printed Name: <u>/</u>  Title: _____</p>
--	---







**Corporate Office**  
821 18<sup>th</sup> St.  
Bakersfield, CA  
661-324-4741

**In partnership with Canon, American Business Machines presents a five-year Customer Confidence Guarantee.**

In these changing and unpredictable economic times, you must receive full value from every dollar. Therefore, when we say five years, we mean five years!

We guarantee that you will never be forced to replace a Canon Copier from American Business Machines because it cannot be repaired.

Peace of mind for now and through to your next technology upgrade – never before guaranteed.

## **CANON CUSTOMER CONFIDENCE GUARANTEE**

Canon in partnership with American Business Machines is committed to the continuing advancement of the copier industry's highest quality of workmanship, customer service, and technical support.

In light of our commitment to the highest standards of excellence, we offer the Customer Confidence Guarantee:

American Business Machines agrees to maintain the equipment covered by this agreement in good operating condition, providing necessary maintenance, service, and parts for the routine repairs.

If American Business Machines is unable to repair a copier covered under this agreement at your location, a loaner of like model will be provided to you at no additional cost while in-shop repair is performed. In the unlikely event that the equipment cannot be satisfactorily repaired, we shall provide, at no charge, an equivalent replacement machine.

This flexible guarantee can be extended up to five years.

All Canon Copiers acquired from American Business Machines are covered provided that the customer continuously maintains them through American Business Machines under the Canon Customer Confidence Guarantee from the date of installation. It does not apply to equipment damaged or destroyed by an act of God.

American Business Machines guarantees a 24 hour on-site service response time. If the machine is down and not operational ABM will respond 4 to 6 hours.

Thank you

A handwritten signature in blue ink, appearing to read "Ryan Jones".

Ryan Jones  
General Manager



### MAINTENANCE AGREEMENT

**BILL TO:**

Invoice #			
Acct #			
Purchase Order #			
Company Name	COUNTY OF INYO		
Address	168 N. EDWARDS STREET		
City	INDEPENDENCE		
State	CA	Zip	93526
Phone	760-878-0366		
Contact	JAYME WESTERVELT		

**SERVICE ADDRESS:**

Date			
Acct #			
Purchase Order #			
Company Name	COUNTY OF INYO		
Address	SEE SCHEDULE		
City			
State		Zip	
Phone #			
Meter Contact			

**INCLUSIVE COVERAGE**

- PRACTICAL *Includes all parts, labor, service calls, mileage, and inspections (Excludes ALL consumables, drums, and toner.)*
- EXTENDED *Includes drum, all parts, labor, service calls, mileage, and inspections (Excludes ALL toner, paper and staples.)*
- FULL COMP. *Includes toner, drum, all parts, labor, service calls, mileage, and inspections (Excludes ALL paper and staples.)*
- NO CONTRACT *Charge per call basis on drums, toner, all parts, labor, service calls, and mileage. (Hourly rate @ \$85.00)*

**COVERED EQUIPMENT**

MODEL #	SERIAL #	START METER	CONTRACTED VOLUME	QUARTERLY COPY VOLUME	BASE CHARGE	OVERAGE / PER COPY CHARGE
	SEE SCHEDULE			531,000		0.0092
				0/CPC		0.06
<b>Renewal: Y or N</b>	<b>Agreement Start Date:</b>			<b>TOTAL</b>		

- TSA INCLUDED\* *\*Must have attached TSA Agreement*
  - MONTHLY *This maintenance plan is effective for  12 months or  24 months from the agreement start date (install date if applicable) or the contracted volume, whichever occurs first. Base charges are payable in advance with overages billed in arrears. 24 month contract will lock in the service price for 24 month period.*
  - QUARTERLY
  - SEMI-ANNUAL
  - ANNUAL
- Special Instructions:** Full comp service agreement includes 531,000 black & white images per quarter. All b/w overages billed @ 0.0092. All color images billed @ 0.06 on a quarterly basis.

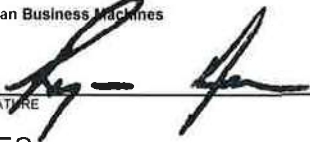
**BILLING CYCLE**

Customer agrees to purchase and American Business Machines agrees to provide maintenance service for the equipment listed above, in accordance with the terms and conditions of this agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement and are signed by the customer and an officer of American Business Machines. The additional terms and conditions of this agreement listed on the reverse side are incorporated in and made part of this agreement. No change, alteration or amendment of these terms and conditions are authorized or effective unless agreed upon in writing by an officer of American Business Machines. No course or dealing or other conduct or custom shall constitute an amendment to the terms hereof nor alter or vary the terms of this agreement.

Accepted by Customer

**X**  
 \_\_\_\_\_  
 CUSTOMER SIGNATURE  
 JAYME WESTERVELT  
 \_\_\_\_\_  
 PRINTED NAME  
 \_\_\_\_\_  
 TITLE  
 \_\_\_\_\_  
 DATE

Accepted by American Business Machines

**X**  
  
 \_\_\_\_\_  
 AUTHORIZED SIGNATURE  
 RYAN JONES  
 \_\_\_\_\_  
 PRINTED NAME  
 GENERAL MANAGER  
 \_\_\_\_\_  
 TITLE  
 \_\_\_\_\_  
 DATE

**ABM MAINTENANCE AGREEMENT - TERMS & CONDITIONS**

1. During the term of this Agreement, and for each unit of Equipment listed on the front of this document, American Business Machines (ABM) will provide, during ABM's normal business hours, without additional charge; labor, emergency service, preventative maintenance service and all replacement parts, except as noted in the terms and conditions of this agreement. This agreement does not cover: installation or de-installation of the equipment, performing electrical work external to the equipment or transportation of the equipment to another location.
2. The maintenance services provided in this Agreement shall not cover, and customer shall pay ABM's then current labor, parts and/or supplies charges for, any service calls, repairs and supplies required as a result of (a) inadequate customer operator involvement or service performed by personnel other than those of ABM, (b) causes other than normal use, customer's willful act, negligence or misuse, accident, transportation, electrical power failure, air conditioning or humidity control, or any other cause external to the equipment, (c) use of supplies (other than paper) or parts other than the supplies or parts supplied by ABM, (d) retrofits or modifications not designated by Canon U.S.A., Inc. as optional. ABM shall not be responsible for delay's in providing service due to strikes, accidents, embargoes, acts of God, or any other event beyond its control.
3. Maintenance calls under this Agreement will be made during normal business hours. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged at after hours rates in effect at the time the call is made.
4. Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustment, repair or replacement of parts described as follows; all parts necessary to the operation of the equipment, with the exception of the parts listed below, and subject to the general scope of coverage, will be repaired or replaced free of charge during a service call included in the maintenance service provided by this Agreement. Exceptions are, but not limited to; Paper Cassettes, Document Feeder Covers and Belts and any other "Cosmetic" parts.

5. **#5 CFS LEASE SUPERCEDES THESE TERM AND CONDITIONS**

6. Supply inclusive plans will include all supplies, as indicated on the front of this Agreement, necessary for the operation of the equipment based on manufacturer specifications.

7. **#7 CFS LEASE SUPERCEDES THESE TERM AND CONDITIONS**

8. **#8 CFS LEASE SUPERCEDES THESE TERM AND CONDITIONS**

9. **#9 CFS LEASE SUPERCEDES THESE TERMS AND CONDITIONS**

10. **#10 CFS LEASE SUPERCEDES THESE TERMS AND CONDITIONS**

Full Months Remaining to Contract Expiration	Multiple Times Full Monthly Minimum
24 or more	12
18 - 23	10
12 - 17	9
7 - 11	8
0 - 6	Balance of Agreement

11. **#11 CFS LEASE SUPERCEDES THESE TERMS AND CONDITIONS**

12. This Agreement shall be governed by and construed according to the laws of the State of California. It constitutes the entire agreement between the parties and may not be modified except in writing and signed by duly authorized officers of ABM and the customer.



# County of Inyo



## County Administrator - Parks & Recreation

### CONSENT - ACTION REQUIRED

**MEETING:** January 28, 2020

**FROM:** Leslie Chapman

**SUBJECT:** Resolution approving applications for per capita grant funds.

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**RECOMMENDED ACTION:**

Request Board approve Resolution No. 2020-05, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Approving Application(s) for Per Capita Grant Funds," and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

On October 15, 2019 your Board approved Resolution #2019-48 Prop 68 Per Capita Grant Funding. Subsequently, it was discovered that the following required language was omitted:

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the Assistant County Administrative Officer, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

This resolution will supersede resolution 2019-48

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not approve this resolution but this is not recommended. The approved resolution as it stands is inadequate and could be rejected by the granting agency therefore forfeiting our ability to be awarded the Prop 68 grant funding.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. Prop 68 submission resolution UPDATED

**APPROVALS:**

Miquela Beall	Created/Initiated - 1/17/2020
Darcy Ellis	Approved - 1/17/2020
Miquela Beall	Approved - 1/17/2020
Leslie Chapman	Approved - 1/17/2020
Sue Dishion	Approved - 1/17/2020
Amy Shepherd	Approved - 1/17/2020
Marshall Rudolph	Approved - 1/17/2020
Leslie Chapman	Final Approval - 1/22/2020

**RESOLUTION NO. 2020-XX**

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS**

**WHEREAS**, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State ; and

**WHEREAS**, the grantee will enter into a contract with the State of California to complete project(s); and

**NOW, THEREFORE, BE IT RESOLVED** that the Inyo County Board of Supervisors hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the County of Inyo's general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001 (b)(8)(A-G)) To the extent practicable, as identified in the " Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the County of Inyo will consider a range of actions that include, but are not limited to, the following:
  - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
  - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
  - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
  - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
  - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

- (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
  - (G) Identifying possible staff liaisons to diverse populations.
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
  9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
  10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
  11. Delegates the authority to the Assistant County Administrative Officer, or designee, to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
  12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

**PASSED AND ADOPTED** on this \_\_\_\_ day of \_\_\_\_\_ 2020, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:  
 NOES:  
 ABSTAIN:  
 ABSENT:

---

Matt Kingsley, Chairperson  
 Inyo County Board of Supervisors

ATTEST:

CLINT QUILTER  
 Clerk of the Board

By: \_\_\_\_\_  
 Darcy Ellis, Assistant



# County of Inyo



## Treasurer/Tax Collector

### CONSENT - ACTION REQUIRED

**MEETING:** January 28, 2020

**FROM:** Alisha McMurtrie

**SUBJECT:** Annual Board approval of the Inyo County Treasury Investment Policy (Policy)

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**RECOMMENDED ACTION:**

Request Board approve the 2020 Statement of Investment Policy.

**SUMMARY/JUSTIFICATION:**

Section 53646(a)(1) of the Government Code requires your Board to annually approve any change to the Policy at a public meeting. The Policy, as written by the County Treasurer, remains in compliance with the legal parameters for the deposit and investment of public funds, as those parameters are set forth in the California Government Code. There are no new laws, nor changes to existing laws that would impact the Policy.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board may choose not to approve the Policy, or to amend the Policy as presented. In any event, the law requires your board to approve a Policy. Therefore, an action to disapprove or amend the Policy as presented must be accompanied by a substitute Policy or amended language.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**ATTACHMENTS:**

1. 2020 Inyo County Investment Policy

**APPROVALS:**

Alisha McMurtrie  
Darcy Ellis  
Alisha McMurtrie  
Marshall Rudolph

Created/Initiated - 1/2/2020  
Approved - 1/2/2020  
Approved - 1/2/2020  
Approved - 1/3/2020



Amy Shepherd

Final Approval - 1/3/2020

# COUNTY OF INYO



## STATEMENT OF INVESTMENT POLICY

January 2020

**INVESTMENT POLICY  
of the  
INYO COUNTY TREASURY**

(Note: All legal references to “Sections” made herein are in reference to the California Government Code or Health and Safety Code.)

**Scope:**

This Investment Policy (Policy) applies to all public funds held for safekeeping in the Inyo County Treasury. This Policy has been reviewed and approved by the Board of Supervisors pursuant to Government Code Section 53646. The Board of Supervisors will review and approve a new Policy, or amendments to the Policy, or affirm the current Policy, at least annually. This Policy is effective as of the date of adoption by the Board of Supervisors.

**Policy Statement:**

The purpose of this Policy is to establish cash management and investment guidelines for the County Treasurer, who is responsible for the stewardship of the Inyo County Pooled Investment Fund. Each transaction and the entire portfolio must comply with California Government Code Section 53601 et seq., and this Policy.

**Prudent Investor Rule:**

The standard of prudence to be applied by the investment office shall be the “**Prudent Investor Rule**”, which states, “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.” The **Prudent Investor Rule** shall be applied in the context of managing the investment portfolio.

**Investment Objectives:**

**Safety, Liquidity and Rate of Return:**

- Safety of Principal: The primary objective of the County Treasurer is to safeguard, preserve and protect capital/principal in the portfolio.
- Liquidity: As a second objective, investments shall be made in a manner that will provide for the daily cash flow demands of the Treasury and its participants.
- Yield: As the third objective, investments shall be made in a manner so as to attain a market rate of return throughout budgetary and economic cycles while providing

for the first two objectives, as stated above, consistent with the risk limitations, prudent investment principals and cash flow characteristics identified herein.

**Legal and Regulatory Compliance:**

All investing and investment decisions shall be made with full compliance with California State and Federal Laws and Regulations, and any forthcoming amendments or additions to the California State Statutes or Federal Regulations in relation to the investment and administration of local agency money on deposit in the Treasury. The Treasurer or the Board of Supervisors may provide further restrictions and guidelines for the investment of money on deposit in the Treasury through this Statement of Investment Policy.

**Participants:**

- **STATUTORY PARTICIPANTS:** General Participants are those government agencies within the County of Inyo for which the County Treasurer is statutorily designated as the Custodian of funds.
- **VOLUNTARY PARTICIPANTS:** Other local agencies, such as Special Districts, for which the Treasurer is not the statutory designated Custodian of Funds, may participate in the Pooled Investment Fund. Such participation is subject to the consent of the County Treasurer and must be in accordance with the California Government Code Section 53684 et seq. The agency must provide the County treasurer with a resolution adopted by the agency’s governing board approving the Inyo County Pooled Investment Fund as an authorized investment and accept the Inyo County Investment Policy.
- The County Treasurer does not solicit any agency’s voluntary entry to the Treasury Pool.

**Delegation of Authority:**

Pursuant to Section 53607, the Inyo County Board of Supervisors may delegate the authority to invest or re-invest public funds in the Inyo County Treasury to the County Treasurer for a one-year period. Thereafter, the County Treasurer shall assume full responsibility for those transactions until the delegation of authority is revoked or expires. Subject to review, the County Board of Supervisors may renew the delegation authority each year.

If the Board of Supervisors delegates the investment authority to the County Treasurer as referenced above, the County Treasurer may authorize the Assistant County Treasurer or a duly designated and legally eligible employee of the Treasurer’s office to purchase

investments in the absence of the County Treasurer pursuant to the Law and to the restrictions as herein stated.

**Authorized Investments:**

Authorized investments shall match the general categories established by the California Government Code Sections 53601, et seq. and 53635, et seq., and shall be listed herein. Authorized investments shall also include, in accordance with California Government Code Section 16429.1, investments into the State Local Agency Investment Fund (LAIF).

- Maturity Restrictions: To provide sufficient liquidity to meet the daily expenditure requirements of not only the County, but the School Districts and other Treasury Pool Participants, the portfolio will maintain at least 40% of its total book value in securities having a maturity of one (1) year or less.
- Operating funds shall be invested so as to ensure that maturity dates will coincide with projected cash flow needs, taking into account anticipated revenues and expenditures of significant dollar size.

**Prohibited Investments:**

All investments not specifically listed within are hereby prohibited.

**Investment Criteria:**

Figure 1. (See Table of Notes for Figure 1 on following page)

	<b>Maximum Maturity</b>	<b>Maximum % of Pool</b>	<b>Rating</b>
U.S. Treasury and Agency Securities (§53601 (b&f))	5 years	100	N/A
Bonds and Notes issued by local agencies (see section 1) (§53601 (e))	5 years	100	N/A
Registered State Warrants (see section 2) (§53601 (c))	5 years	5 % of agency/district deposits	N/A
Bankers' Acceptances (see section 3) (§53601 (g))	180 days	40	N/A
Commercial Paper (see section 4) (§53601 (h) and §53635 (a))	270 days	15	A-1/P-1
Negotiable Certificates of Deposit (§53601 (i))	5 years	30	N/A
Repurchase Agreements (see section 5) (§53601 (j))	1 year	25	N/A
Reverse Repurchase Agreements (see section 5) (§53601 (j))	92 days	25	N/A
Medium-Term Corporate Notes (§53601 (k))	5 years	30	A
Mutual Funds & Money Market Mutual Funds (§53601 (l)) & (6509.7 & 53601 (p))	N/A	20	AAA
Local Agency Investment Fund (LAIF) (§16429.1)	N/A	As limited by LAIF	N/A

(Figure 1 footnotes)

Section	Information
1	The County Treasury may purchase the bonds, notes, warrants or other evidences of indebtedness of any local agency formed within the County of Inyo. Such investments may not exceed five (5) years. No more than 10% of the assets may be invested.
2	Registered Warrants are restricted only to cash substitutes issued by the State during periods of declared fiscal emergency.
3	No more than 30 percent of the agency's surplus funds may be invested in the Bankers' Acceptances of any one commercial bank pursuant to this section.
4	All commercial paper issuers must maintain an "A-1" rating by Standard & Poor's Corporation or a "P-1" rating by Moody's Investor Service. No more than 15% of the agency's funds may be invested in commercial paper with no more than 10% of the assets be invested in any one issuer's commercial paper.
5	Reverse Repurchase Agreements may be utilized pursuant to the provisions of Section 53601(j) only for the purposes of supplementing the yield on previously purchased securities or to provide funds for the immediate payment of local agency obligations. The maximum maturity of repurchase agreements shall be one year. The maximum maturity of a reverse repurchase agreement shall be 92 days.

**Criteria for the Selection of Broker/Dealers and Financial Institutions:**

The County Treasurer shall select only primary government securities dealers that report daily to the New York Federal Reserve Bank, unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. All broker/dealers and financial institutions must have a strong industry reputation and open lines of credit with other dealers. Further, these firms must have an investment grade rating from at least one of the national rating services, if applicable.

Any broker, brokerage, dealer or securities firm shall be prohibited from conducting business with the County Treasurer if the individual or firm has, within any consecutive 48-month period following January 1, 1996, made a political contribution exceeding the limitation contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the Inyo County Treasurer, any member of the Inyo County Board of Supervisors, or any candidate for these offices.

Each broker/dealer or financial institution will be sent a copy of this Policy and a list of those persons authorized to execute investment transactions.

Each broker/dealer and financial institution authorized to conduct business with Inyo County shall, at least annually, supply the County Treasurer with financial statements.

**Criteria for the Management of Extraordinary Withdrawals:**

Extraordinary Withdrawals are those withdrawals from the County Treasury that:

- Are not predictable by the County Treasurer from an analysis of historic and current Treasury cash flow records, and
- As a result of the dollar amount of such withdrawals, have a significant impact on the ability of the County Treasurer to satisfy the cash flow requirements of the Participants in the County Treasury Pool.

Such Extraordinary Withdrawals from the County Treasury can create liquidity problems and negatively impact the earnings of the remaining County Treasury Pool Participants in the event that the County Treasurer is forced to liquidate securities prior to their scheduled maturity dates in order to cover such withdrawals. A Pool Participant, who wishes to withdraw from the pool or make an Extraordinary Withdrawal, will be encouraged to work with the County Treasurer to arrange a withdrawal schedule that would prevent losses to the withdrawing agency or the remaining Pool Participants.

Pursuant to Government Code Section 27133(h), upon receipt of any request to withdraw funds from the County Treasury, the County Treasurer shall assess the effect of the proposed withdrawal on the stability and predictability of all the investments of the County Treasury. The County Treasurer will approve a withdrawal only if he/she determines that said withdrawal would not adversely affect the interests of the other participants in the County Treasury Pool. If the County Treasurer determines that an Extraordinary Withdrawal will cause the County Treasury Pool to realize a loss, the County Treasurer in his/her discretion may disapprove the withdrawal, or delay the withdrawal, or approve the withdrawal on the condition that any such loss be borne by the agency requesting the withdrawal, and on any other condition necessary to prevent an adverse effect on the interests of the other Pool Participants. The County Treasurer reserves the right to choose



which securities to liquidate to provide for the Extraordinary Withdrawal and could choose to sell the securities that have the lowest earnings.

**Safekeeping:**

Pursuant to Section 53608 the Inyo County Board of Supervisors has, by its Resolution No. 95-97 dated September 26, 1995, delegated to the County Treasurer the authority to enter into safekeeping agreements with specified institutions. Investment securities purchased by the County Treasury shall be held in customer-segregated safekeeping accounts that qualify as “Category 1 Custody” as defined by the Governmental Accounting Standards Board. Each institution where securities are held shall be required to provide a monthly safekeeping statement to the County Treasurer.

**Apportionment of Interest, Costs and the Calculation of the Treasurer’s**

**Administrative Fee:**

The relationship of a participant’s daily fund balance to the total average daily balance of the entire Treasury Pool determines the percentage of interest paid to the Participant from a single apportionment. The proportionate amount of the Treasurer’s Administrative Fee paid by any Participant in any quarter may be calculated in the same manner.

The County Treasurer’s Administrative Fee, as authorized by Section 27013 and as calculated by the County Treasurer, shall not exceed the actual administrative costs incurred by the County for the operation of the County Treasury. In addition, pursuant to Section 27135, the cost of the County Treasury Oversight Committee’s annual compliance audit shall be deemed as an administrative cost pursuant to Section 27013.

The Treasurer’s Administrative Fee shall be imposed quarterly and deducted from interest earnings prior to the apportionment of those earnings to the participants in the County Treasury Pool.

**Audit, Supervision, Approval and Monitoring of the Investment Policy and Portfolio, including Reporting Requirements:**

- Pursuant to Section 25250, the County Board of Supervisors (Board) shall, at least biennially, cause to be audited in accordance with generally accepted auditing standards, the financial accounts and records of all officers, including the County Treasurer, having responsibility for the care, management, collections or disbursement of public funds.
- Pursuant to Section 25303, the Board will supervise the official conduct of the Inyo County Treasurer.
- Pursuant to Section 26920 et seq., the County auditor shall, at least once a quarter, perform a review of the Treasurer’s statement of assets.

- Pursuant to Section 27100, the books, accounts and vouchers of the County Treasury are at all times subject to the inspection and examination by the Board and the County Grand Jury, or by any officers or agents designated by the Board or Grand Jury to make the inspection or examination. The County Treasurer shall permit the examination of the books and assets of the County Treasury.
- The County Treasurer shall annually render to the Board at a public meeting the Treasury Investment Policy for the Board's review and approval. Any changes to the Policy shall also be reviewed and approved by the Board at a public meeting. In addition, the Treasurer shall annually provide copies of the Policy to the County Treasury Oversight Committee and the California Debt and Investment Advisory Committee (CDIAC).
- The County Treasurer shall render a quarterly report to the Board, County Auditor-Controller and Treasury Oversight Committee. In addition, copies of the report for the second and fourth quarters shall be forwarded to the California Debt and Investment Advisory Committee (CDIAC). The report shall reflect, pursuant to the Law, the detailed status of investments held by the County Treasury including the following information: (Refer to Section 53646)
  - The type of investment, name of the issuer, date of maturity, par and dollar amount invested on all securities, investments and monies held.
  - A description of the funds, investments or programs that are under management of contracted parties, including lending programs.
  - The market values of all funds, investments or programs under the management of contracted parties, and the source valuation for any security within the treasury.
  - A description of the compliance or the manner in which the portfolio is not in compliance with the County Treasury Investment Policy.
- A statement of the County Treasury's ability to meet the projected liquidity requirements of participants in the treasury pool for the next six (6) months, or an explanation as to why sufficient money may not be available.

Upon request, the County Treasurer shall deliver to the County Auditor-Controller a detailed record of investment activity for the current or preceding fiscal year.

The County Treasurer shall routinely monitor the investment portfolio in relationship to limitations and restrictions imposed by the California statutes and as herein stated, and will adjust the portfolio accordingly.

**Internal Controls:**

The County Treasurer shall establish a system of written internal controls, which shall be reviewed annually by all authorized persons. The internal controls shall be designed to prevent, or at least minimize, the loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions. Where possible, investments shall be placed, confirmed, held, accounted for and audited by different persons.

**Prohibitions on the Acceptance of Gifts and Honoraria:**

The County Treasurer, Assistant County Treasurer and the members of the Treasury Oversight Committee shall comply with the provisions of the Political Reform Act (Section 87200 et seq.) as those rules may be amended from time to time by the Fair Political Practices Commission.

The provisions of the Political Reform Act shall also govern the conduct of the above referenced individuals, particularly with regard to restriction placed on the acceptance by members of honoraria, gifts and gratuities from financial and security advisors, brokers, dealers, bankers or other persons with whom the County Treasury conducts business.

**Provisions for the Separate Investment Management of the General Obligation Bond Proceeds of Local Governmental Agencies that are Treasury Pool Participants:**

This section sets forth an alternative investment procedure for the separate investment management of certain general obligation bond proceeds belonging to local governmental agencies that are participants in the Treasury Pool. The goal of this procedure is to maximize interest earnings on general obligation bond proceeds that are not immediately required by the issuing agency, thereby reducing the agency's bond interest costs.

Prior to the separate investment of general obligation bond proceeds as outlined below, the governing board of the local agency that issued the bonds shall adopt a resolution authorizing the County Treasurer to make such investments on behalf of the agency. The agency whose bond proceeds will be invested as herein stated will have the option to restrict the type of such investment instruments purchased by the County Treasurer, provided such restrictions fall within the parameters of this Investment Policy, and are reflected in the agency's authorizing resolution.

General obligation bond proceeds of \$100,000.00 or more belonging to a local governmental agency that is a Treasury Pool Participant and that are not immediately required by the agency, may, at the sole discretion of the County Treasurer, be separately invested for the financial benefit of said agency. The bond proceeds shall at all times remain in, and be considered part of, the County Treasury. The bond proceeds that have been separately invested may not be

withdrawn from the Treasury. Once authorized by a resolution of the agency issuing the bonds as stated above, the County Treasurer may use the bond proceeds to purchase specific investments that will thereafter be considered investments of said agency.

The agency that issued the bonds will deliver to the County Treasurer its most current schedule of calendar dates on which the agency anticipates withdrawing the bond proceeds from the Treasury. The Treasurer will utilize the agency's most current withdrawal schedule to provide the necessary liquidity, while at the same time endeavoring to maximize interest earnings on the said proceeds. In the event the agency requires its bond proceeds prior to the maturity dates of the separate investments, and has no other source of funds to pay the financial obligation that should have been paid from those bond proceeds, the County Treasurer may purchase one or more of the agency's separate bond investments for the Treasury investment portfolio that is shared by the other Pool Participants with assets of the Treasury, thereby making the necessary amount of the agency's bond proceeds available to the agency for withdrawal, provided, however, that no purchase may be made by the Treasurer of the separate bond investments of the agency if that purchase will result in a financial loss the County Treasury or otherwise injure the Treasury Pool Participants.

For accounting purposes, such separate investments shall be segregated from those investments of the Treasury Pool that are owned proportionately by all Treasury Pool Participants. The interest earned on the investments purchased with the agency's bond proceeds will be deposited, net of any Treasurer's Administrative Fees, in the issuing agency's bond proceeds fund within the Treasury, and will not be distributed to any other Pool Participant or Treasury fund. Said bond proceeds, when separately invested as herein stated, will not earn any interest on those Treasury investments that are owned proportionately by the Treasury Pool Participants and not separately invested.

**Disclosure of Significant Activity:**

The Treasurer's office will inform the Office of the County Administrator by means of a written memorandum or email, prior to the close of business on the next business day, whenever the daily activity of the County Treasury includes one or more of the following transactions:

- Transaction(s) in an aggregate amount of \$5,000,000.00 or more including:
  - Sale of a security prior to the stated maturity or call date of said security.
  - Withdrawal or transfer of cash assets from a depository, including but not limited to a bank, investment pool or money market fund.
  - Payment of an Extraordinary Withdrawal, as such Withdrawal is herein defined.
- Activity resulting in a negative balance to a treasury account.

**Duties of the Treasury Oversight Committee:**

The Treasury Oversight Committee (TOC) is required to annually review and monitor the Investment Policy prepared by the County Treasurer, pursuant to Government Code Section 27133, and cause an annual compliance audit, pursuant to Government Code Section 27134.

Established here as policy, the TOC will review and accept the Statement of Investment Policy prepared by the Treasurer in December of each year. Any revisions to the Statement of Investment Policy will also be reviewed and accepted by the TOC prior to submitting any such revisions to the Board of Supervisors to review and approve.

The Treasurer shall annually submit the Statement of Investment Policy to be reviewed and approved at a public meeting as required by Government Code Section 53646. This Section also requires that any change in the Policy be reviewed and approved by the Board of Supervisors at a public meeting.

**Annual Compliance Audit:**

After the end of each fiscal year, the TOC shall cause to happen, an annual audit to determine compliance with the Statement of Investment Policy. Additionally, the audit may address questions of portfolio structure and risk. The audit findings will be an agenda item at the annual TOC meeting. The cost of the audit will be charged against the Treasurer's budget and will be included in the investment expenses as part of the Treasurer's Administrative Fee.

## GLOSSARY OF TERMS

### ACCRUED INTEREST

Interest that has accumulated but has not yet been paid from the most recent interest payment date or issue date to a certain date.

### BANKERS' ACCEPTANCE

A time bill of exchange drawn on and accepted by a commercial bank to finance the exchange of goods. When a bank "accepts" such a bill, the time draft becomes, in effect, a predated, certified check payable to the bearer at some future specified date. Little risk is involved for the investor because the commercial bank assumes primary liability once the draft is accepted.

### BASIS POINT

One basis point is equal to 1/100 of one percent. For example, if interest rates increase from 4.25% to 4.50%, the difference is referred to as a 25-basis-point increase.

### BOOK VALUE

The value of a security as carried in the records of an investor. May differ from current market value of the security.

### BROKER/DEALER

Any person engaged in the business of effecting transactions in securities in this state for the account of others or for his/her own account. Broker/dealer also includes a person engaged in the regular business of issuing or guaranteeing options with regard to securities not of his/her own issue.

### COMMERCIAL PAPER

Short-term, unsecured promissory note issued in either registered or bearer form and usually backed by a line of credit with a bank. Maturities do not exceed 270 days and generally average 30-45 days.

### COUPON RATE

The annual rate of interest payable on a security expressed as a percentage of the principal amount.

### CREDIT RISK

The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

### CURRENT YIELD

The annual income from an investment divided by the current market yield. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

### CUSIP NUMBERS

CUSIP is an acronym for Committee on Uniform Security Identification Procedures. CUSIP numbers are identification numbers assigned to each maturity of a security issue and usually printed on the face of each individual security in the issue. The CUSIP numbers are intended to facilitate identification and clearance of securities.

### DISCOUNT

The amount by which the par value of a security exceeds the price paid for a security.

### EARNINGS APPORTIONMENT

The quarterly interest distribution to the Pool Participants where the actual investment costs incurred by the Treasurer are deducted from the interest earnings of the Pool.

### FAIR VALUE

The amount at which an investment could be exchanged in a current transaction between willing parties, other than a forced or liquidation sale.

### FLOATING RATE NOTE

A debt security whose interest rate is reset periodically (monthly, quarterly, annually) and is based on a market index (e.g. Treasury bills, LIBOR etc.).

### INTEREST

The amount earned while owning a debt security, generally calculated as a percentage of the principal amount.

### LOCAL AGENCY INVESTMENT FUND (LAIF)

The State of California investment pool in which money of local agencies is pooled as a method for managing and investing local funds.

### MARKET VALUE

The price at which a security is trading and could presumably be purchased or sold.

### MATURITY

The date upon which the principal of a security becomes due and payable to the holder.

### MONEY MARKET MUTUAL FUND

A mutual fund with investments directed in short-term money market instruments only, which can be withdrawn daily without penalty.

PAR

The stated maturity value, or face value, of a security.

PAR VALUE

The stated or face value of a security expressed as a specific dollar amount.

PREMIUM

The amount by which the price paid for a security exceeds the security's par value.

REPURCHASE AGREEMENT OR RP OR REPO

An agreement consisting of two simultaneous transactions whereby the investor purchases securities from a bank or dealer and the bank or dealer agrees to repurchase the securities at the same price on a certain future date. The interest rate on a RP is that which the dealer pays the investor for the use of his/her funds. Reverse repurchase agreements are the mirror image of the RPs when the bank or dealer purchases securities from the investor under an agreement to sell them back to the investor.

REGISTERED WARRANTS

A registered warrant is a "promise to pay," with interest, that is issued by the State when there is not enough cash to meet all of the State's payment obligations.

SETTLEMENT DATE

The date on which the purchase or sale of securities is executed. For example, in a purchase transaction, the day the securities are physically delivered or wired to the buyer in exchange for cash is the settlement date.

TRADE DATE

The date and time corresponding to an investor's commitment to buy or sell a security.

WEIGHTED AVERAGE MATURITY

The remaining average maturity of all securities held in a portfolio.



**Inyo County Treasurer  
Disaster/Business Continuity Plan  
Banking and Investment Functions**

**Scope:**

The Inyo County Treasurer's banking and investment functions are mission critical and as such, the office must have a Disaster/Business Continuity Plan in place. In the event we are unable to operate from our office, the plan shall be activated. Periodically, the plan shall be tested.

**Continuity Procedure:**

In the event that we are unable to conduct normal business operations, the authorized persons shall interact with one another by home phone, email or cell to decide on the alternate location. If unable to contact one another, the authorized persons shall, through the County's office of emergency services establish contact with one another.

**Functions and Tasks to be Performed:**

Recognizing that we may be operating in less than optimal conditions, the primary functions are to protect and continue to account for all funds on deposit with the County Treasurer. While normal processes may be modified, the Investment Policy shall be strictly followed.

Tasks to be performed include:

- Daily cash position workup.
- Investment of maturing securities and any daily deposits.
- Daily cash and bank reconciliation.
- For deposits, the Treasurer's office will notify county departments, special districts and schools of any change to their deposit location. Deposits to any account other than those established by the County Treasurer is strictly prohibited.
- Disbursement activity will be coordinated with the County Auditor-Controller.

**Equipment and Emergency Packets:**

The Treasurer shall have access to one of the emergency laptop kits provided by Information Services in the event of an emergency.

The following items for the emergency packets for the Treasurer and/or his or her designee are:

- Copy of the Investment Policy, which includes the Disaster/Continuity Plan
- Emergency Check Stock
- Updated report of investments
- Sign on instructions to access all online bank accounts and securities safekeeping accounts

- Listing of all home phone, home addresses, cell phone, email addresses of the authorized persons and treasury staff. Listings shall also include the County Administrator, County Auditor-Controller and the Office of Emergency Services.
- Banks, Authorized Broker/Dealers, names and contact information.
- Copies of all district, county and school bank signature cards.
- Contact list for all agencies whose funds are on deposit with the treasury.

**Offsite Locations:**

Failing the ability to operate from our office, our operations will move in this order of priority:

- Location determined by the Office of Emergency Services or County Administrator
- Treasurer's home



# County of Inyo



## Treasurer/Tax Collector

### CONSENT - ACTION REQUIRED

**MEETING:** January 28, 2020

**FROM:** Alisha McMurtrie

**SUBJECT:** Annual delegation of investment authority to the Inyo County Treasurer.

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**RECOMMENDED ACTION:**

Request Board approve Resolution No. 2020-06, titled, "A Resolution of the Board of Supervisors of the County of Inyo Delegating to the County Treasurer its Investment Authority Pursuant to Section 53607 of the Government Code," and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

Section 53607 of the Government Code authorizes your Board to annually delegate its authority to invest or reinvest money in the county treasury, or to sell or exchange securities so purchased, to the County Treasurer, who shall thereafter assume full responsibility for those transactions until the delegation of said authority is revoked or expires. Since 1955, California county boards of supervisors, including the Inyo County Board, have exercised this authority. This action, as it relates to public funds on deposit in the county treasury, transfers fiduciary responsibility from your Board members to the County Treasurer, and, provides for the efficient day-to-day operation of the county treasury.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board may opt not to delegate its investment authority to the County Treasurer. In such a case, the Boards individual members would assume the fiduciary responsibility for providing the day-to-day safety, liquidity and yield for the County's public funds on deposit in the county treasury. All other agency funds on deposit in the treasury remain under the authority of the County Treasurer.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**ATTACHMENTS:**

1. 2020 Resolution-Delegation of Investment Authority

**APPROVALS:**

Alisha McMurtrie  
Darcy Ellis  
Alisha McMurtrie  
Marshall Rudolph  
Amy Shepherd

Created/Initiated - 1/2/2020  
Approved - 1/2/2020  
Approved - 1/2/2020  
Approved - 1/3/2020  
Final Approval - 1/3/2020

**RESOLUTION No. 2020 \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO DELEGATING TO THE INYO COUNTY TREASURER ITS INVESTMENT AUTHORITY PURSUANT TO SECTION 53607 OF THE GOVERNMENT CODE**

WHEREAS, this Board has previously exercised its prerogative under Section 53607 of the Government Code and delegated to the Inyo County Treasurer its authority to make investments of certain monies in the Inyo County Treasury; and

WHEREAS, Government Code Section 53607 requires that the delegation to the County Treasurer of this Board's investment authority be made annually; and

WHEREAS, this Board finds that the Inyo County Treasurer has lawfully, prudently, and wisely invested monies of the County and that it is in the public interest that the Treasurer continue to exercise this Board's investment authority; and

WHEREAS, this Board desires to renew the delegation of its investment authority to the Inyo County Treasurer pursuant to Government Code Section 53607,

NOW, THEREFORE, BE IT RESOLVED that pursuant to Government Code Section 53607 the Inyo County Board of Supervisors hereby renews the delegation of its authority to invest monies on deposit in the Inyo County Treasury to the Inyo County Treasurer provided that all such investments are made in accordance with the provisions of Article 1 of Chapter 4 of Part 1 of Division 2 of Title 5 (commencing with Section 53600) of the Government Code and the Investment Policy of the Inyo County Treasury.

BE IT FURTHER RESOLVED that this Board reserves the right, at any time, to exercise its authority to revoke or restrict the investment authority and responsibility of the Inyo County Treasurer as delegated herein.

PASSED AND ADOPTED this 21<sup>st</sup> day of January 2020 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Chairman  
Inyo County Board of Supervisors

ATTEST: Clint Quilter, Clerk of the Board

BY \_\_\_\_\_  
Darcy Ellis, Assistant Clerk of the Board



# County of Inyo



## County Administrator - Parks & Recreation

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** January 28, 2020

**FROM:** Leslie Chapman

**SUBJECT:** Projects for the Inyo County Prop 68 Parks and Recreation Per Capita grant applications.

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**RECOMMENDED ACTION:**

Request Board approve projects for the Proposition 68, per capita funding of approximately \$400,000.

**SUMMARY/JUSTIFICATION:**

The Park and Water Bond Act of 2018 (Proposition 68) funds are available for local park rehabilitation, creation and improvement grants to local governments on a per capita basis. Applications were originally due by January 31, 2020, but this deadline has been extended because, as of the writing of this report, the State has not formally apportioned the Per Capita funds. As a small, rural County, we know that we will be allocated at least \$400,000; it could be more, but we have no indication how much. Additionally, we were informed by California Department of Parks and Recreation that there will be a, "very quick turnaround time" before the applications are due and after the award amounts are announced. The new deadline has not been announced yet.

On October 15, 2019 your Board authorized a Resolution to approve application for Proposition 68, Per Capita funds (an amended resolution is on today's consent agenda). Also, staff was authorized to prepare and submit an application for replacement of the water system at Diaz Lake, and it was requested that staff return to Board for further project approval if there were excess funds available. The estimated cost of the Diaz Lake water system project that your board approved is \$285,000 leaving a minimum of \$115,000 for one or more additional projects.

Recall that the projects eligible for this funding are limited because the grant requires land tenure of 20 to 30 years at the site to be developed. This narrows the eligible project locations to Diaz Lake, Laws Railroad Museum, and Starlight Estates Park. The projects can be further narrowed by considering the Inyo County Statement of Philosophy for Park Maintenance and Improvement, Guiding Principles that were adopted at the December 17th State of the Parks workshop:

1. Health and safety issues take priority.
2. Fix or replace things that will result in fewer daily repairs and free up time for better park and campground care.
3. Customer enhancements: complete visible projects that make the parks and campgrounds more attractive and/or convenient for users.
4. Non Critical Infrastructure and deferred maintenance
5. Available funding: complete high priority projects when grants or other funding is available.

With the possibilities isolated to three locations, it was not difficult to narrow down the options using the above criteria. While the possibilities for valuable and needed projects are many, both Diaz Lake, and Laws Railroad Museum have failing water systems creating the threat of health and safety issues. Additionally, both systems are in constant need of repair demanding staff time that will be better spent elsewhere when the systems are replaced. While parking lot and path of travel improvements were considered at Starlight Park the infrastructure needs at both Diaz Lake and Laws are higher priority based on the established criteria. Consequently, and in addition to the water systems, staff priced vault toilets and pre-fabricated showers for Diaz Lake and new roofs for buildings at Laws Museum. The results, along with staff recommendations follow.

Staff recommends using the minimum allocation of \$400,000 for water systems as follows:

- Diaz Lake – replace the water system  
(approved 10/17) \$285,000
  
- Laws Railroad Museum water system including  
fire suppression and irrigation  
systems \$109,200

Balance of minimum contribution for other projects \$5,800

Staff recommends using the balance of the minimum allocation plus any additional funds that become available on one or both of the following projects, or another project as directed by your Board, and requests Board direction on priority.

- Diaz Lake – Vault toilets to be installed on the  
north-west side of the lake \$60,000
  
- Laws Railroad Museum – repair and  
re-roof buildings to the extent possible  
with the remaining available funds \$xx,xxx \*\*

*\*\* Estimates for reroofing buildings are \$7,000 - \$10,000 per building and there are 10 buildings. However, different repair and restoration priorities may emerge based on input from the Laws Museum Board and staff and Public Works staff.*

Based on advice from the State Department of Parks and Recreation, staff proposes including all four projects on the grant application while clearly stating the order of priority to mitigate the risk of leaving money on the table.

Once the project priority is set, staff will prepare two applications, one for each location, and work with State Parks to execute the contract.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

No alternatives will be presented at this time.

**OTHER AGENCY INVOLVEMENT:**

Public Works, Laws Railroad Museum

**FINANCING:**

Financing is dependent on grant funds. It appears that no match will be required at either Diaz Lake or Laws

Railroad Museum.

**ATTACHMENTS:**

1. Parks & Recreation Statement of Philosophy 2020

**APPROVALS:**

Leslie Chapman

Darcy Ellis

Leslie Chapman

Sue Dishion

Amy Shepherd

Marshall Rudolph

Clint Quilter

Created -





## **County of Inyo Statement of Philosophy for Park Maintenance and Improvement**

*Inyo County recognizes the value of being located in the heart of the Sierra, an area known for its spectacular landscapes and world class recreation opportunities. We appreciate the value our visitors add to the local economy and strive to enhance their experience by providing quality recreational facilities.*

*Inyo County Parks and Recreation provides a critical role in enhancing the well-being and quality of life of our residents and visitors by creating safe, inviting and beautifully maintained parks and campgrounds.*

*Inyo County leaders and staff will use the following guiding principles to prioritize tasks and projects while striving for excellence in park and campground operations and maintenance.*

### **Guiding Principles**

- 1. Health and safety issues take priority.*
- 2. Fix or replace things that will result in fewer daily repairs and free up time for better park and campground care.*
- 3. Customer enhancements: complete visible projects that make the parks and campgrounds more attractive and/or convenient for users.*
- 4. Non Critical Infrastructure and deferred maintenance*
- 5. Available funding: complete high priority projects when grants or other funding is available.*



# County of Inyo



## Health & Human Services - Behavioral Health

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** January 28, 2020

**FROM:** Meaghan McCamman

**SUBJECT:** No Place Like Home funding for the Silver Peaks Affordable Housing Complex

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#### **RECOMMENDED ACTION:**

Request Board: A) approve and authorize the Chairperson to sign Resolution No. 2020-07, declaring the County's intent to use the \$500,000 No Place Like Home (NPLH) non-competitive allocation to fund the "Silver Peaks" 72-unit affordable housing complex; and B) approve and authorize the HHS Director to sign a Memorandum of Understanding between Inyo County HHS and Silver Peaks, LLC to provide \$50,000 in NPLH technical assistance funding to Silver Peaks, LLC to close escrow on the land for Silver Peaks.

#### **SUMMARY/JUSTIFICATION:**

Inyo County Health and Human Services has secured access to two funding streams under the NPLH program:

- \$500,000 in noncompetitive allocation for affordable housing for persons with serious mental illness who are homeless or at risk of homelessness; and
- \$75,000 in NPLH technical assistance funding to support the planning, design, application for, and implementation of, a NPLH project and to support other homeless coordination activities.

HHS has been working with our local Continuum of Care (COC), administered by Inyo-Mono Advocates for Community Action (IMACA) to support the development of a 72-unit affordable housing complex on the corner of Spruce and Maciver streets in Bishop. IMACA, along with Visionary Home Builders, has created Silver Peaks LLC for the purpose of administering the project.

HHS hopes to use the \$500,000 NPLH allocation to support project construction, and in exchange, Silver Peaks LLC has agreed to set aside 5 units for HHS clients with serious mental illness who are homeless or at risk of homelessness, and to meet all other requirements for projects funded under the NPLH program. Though the \$500,000 noncompetitive allocation has been set aside for Inyo County, we have not yet been awarded the funds. Inyo County has until February 15, 2021, to submit our County Plan for Homelessness and draw down our \$500,000 in NPLH funds. This project will meet the requirements of the program.

In the meantime, Inyo County has already been awarded and drawn down an additional \$75,000 in NPLH technical assistance funds to help us prepare for our NPLH project. The funds are sitting in an account and ready to be dispersed before the expenditure deadline of September 30, 2020. We hope to use the funds to support a few projects; including training for HHS staff on rural affordable housing, planning for services for our homeless population, and to support escrow and/or predevelopment costs for the Silver Peaks complex.

At this time, Silver Peaks LLC is prepared to close escrow on the Silver Peaks property. HHS proposes to

provide \$50,000 of the \$75,000 in NPLH Technical Assistance funds to Silver Peaks LLC under the MOU, contingent upon the Board's declaring their intention to make Silver Peaks Inyo County's NPLH project and use the \$500,000 in NPLH funds for the Silver Peaks project, once the funds are made available.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

NA

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The board could decide not to approve the resolution declaring Inyo County's intention to use our \$500,000 NPLH allocation on the Silver Peaks property. If Silver Peaks is not going to be our NPLH project, we cannot provide the \$50,000 to Silver Peaks LLC to close escrow on the property. The board could decide not to approve the MOU between the County and Silver Peaks LLC to provide \$50,000 in NPLH Technical Assistance funding to close escrow on the property. This would be make it difficult, if not impossible, for Silver Peaks LLC to have the cash in hand necessary to close escrow and move forward with the Silver Peaks affordable housing project.

**OTHER AGENCY INVOLVEMENT:**

IMACA

**FINANCING:**

The \$75,000 in NPLH technical assistance funding is currently being held by the county in the HHS Suspense Trust (505104). \$50,000 will be recognized in the Community Mental Health Budget (045200) and paid to Silver Peak LLC per the MOU out of Other Agency Contributions object code (5539).

**ATTACHMENTS:**

1. No Place Like Home Silver Peaks Resolution
2. MOU between Inyo HHS and Silver Peaks, LLC

**APPROVALS:**

Rhiannon Baker	Created/Initiated - 1/15/2020
Darcy Ellis	Approved - 1/15/2020
Melissa Best-Baker	Approved - 1/15/2020
Marilyn Mann	Approved - 1/15/2020
Marshall Rudolph	Approved - 1/15/2020
Amy Shepherd	Approved - 1/16/2020
Marilyn Mann	Final Approval - 1/20/2020

## RESOLUTION NO. 2020-XX

### A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, DECLARING THE INTENT OF THE COUNTY TO USE NO PLACE LIKE HOME FUNDS TO PURCHASE ACCESS TO 5 UNITS IN THE SILVER PEAKS AFFORDABLE HOUSING COMPLEX AND AUTHORIZING THE DISBURSEMENT OF NO PLACE LIKE HOME TECHNICAL ASSISTANCE FUNDS TO THE INYO-MONO ADVOCATES FOR COMMUNITY ACTION

**WHEREAS**, the State of California, Department of Housing and Community Development ("Department") issued a Notice of Funding Availability, dated August 15, 2018 as amended on October 30, 2018 ("NOFA"), under the No Place Like Home Program ("NPLH" or "Program") for approximately \$190 million authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code Section 5890; and

**WHEREAS**, the County of Inyo Department of Health and Human Services ("HHS") has been approved by the Department to receive a noncompetitive allocation of \$500,000 in NPLH funding and \$50,000 in NPLH Technical Assistance funding, which is intended to cover costs related to the planning, design, application for, and implementation of a NPLH project; and

**WHEREAS**, HHS will submit a NPLH County Plan to Address Homelessness before the deadline of February 21, 2021 in order to secure the funds; and

**WHEREAS**, Inyo County's local Continuum of Care ("COC") is the Eastern Sierra COC and is staffed and administered by the Inyo Mono Advocates for Community Action ("IMACA"); and

**WHEREAS**, IMACA, in partnership with the City of Bishop, is in the process of securing land in downtown Bishop from the Los Angeles Department of Water and Power ("DWP") in order to build a 70 unit affordable housing complex known as "Silver Peaks"; and

**WHEREAS**, the Silver Peaks affordable housing complex will include units that comply with the unit standards set forth in 25 CCR Section 8304; and

**WHEREAS**, IMACA has agreed to cooperate with HHS to meet all of the requirements of the NPLH funding, as specified in the No Place Like Home Program Guidelines published by the Department, and any other requirements that may be imposed by the Department in connection with Inyo County's receipt of the NPLH funding; and

**WHEREAS**, the County of Inyo proposes to use its \$500,000 NPLH allocation to support IMACA's construction of the Silver Peaks affordable housing complex and to guarantee that the County will have access to 5 units in the Silver Peaks affordable housing complex for HHS clients who suffer from serious mental illness and are homeless, chronically homeless, or at risk of homelessness;

**NOW, THEREFORE, BE IT RESOLVED** that

1. The Inyo County Board of Supervisors declare the County's intent to use its \$500,000 NPLH allocation to purchase access to five units in the Silver Peaks complex, thereby making it the County's "NPLH project" for purposes of NPLH Technical Assistance expenditure;
2. The Inyo County Board of Supervisors authorizes the Director of HHS, or her designee, to enter in to the attached MOU, which will disburse Inyo County's \$50,000 of NPLH Technical Assistance funding to IMACA.

**PASSED AND ADOPTED** on this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Matt Kingsley, Chairperson  
Inyo County Board of Supervisors

ATTEST:

CLINT QUILTER  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant

**Memorandum of Understanding between the County of Inyo Department of Health and Human Services and the Silver Peaks, LLC to Provide \$50,000 in No Place Like Home Technical Assistance Funding for the Purchase and Development of the Silver Peaks Complex.**

**WHEREAS**, On July 1, 2016, Governor Brown signed legislation enacting the No Place Like Home (“NPLH”) program to invest in the development of permanent supportive housing for persons who are in need of mental health services and are experiencing homelessness, chronic homelessness, or who are at risk of chronic homelessness; and

**WHEREAS**, the State of California, Department of Housing and Community Development (“Department”), has awarded a \$500,000 noncompetitive allocation of NPLH funds to the Inyo County Department of Health and Human Services (“HHS”); and

**WHEREAS**, the Department has awarded an additional \$75,000 in NPLH Technical Assistance funds (“TA funds”) to HHS to support the planning, design, application for, and implementation of, a NPLH project; and

**WHEREAS**, pursuant to Resolution No. 20-XXX, the County of Inyo intends to use its noncompetitive allocation of \$500,000 to 1) support the 72 unit Silver Peaks affordable housing complex in Bishop that is being built by Silver Peaks, LLC; and 2) guarantee HHS access to at least 5 units in the Silver Peaks Complex for HHS clients with serious mental illness who are homeless or at risk of homelessness; and

**WHEREAS**, Silver Peaks LLC agrees to cooperate with HHS to meet all of the requirements of the NPLH funding, as specified in the No Place Like Home Program Guidelines published by the Department, and any other requirements that may be imposed by the Department in connection with Inyo County’s receipt of the NPLH funding; and

**WHEREAS**, pursuant to Resolution No. 20-XXX, the Inyo County Board of Supervisors has declared the Silver Peaks affordable housing complex to be Inyo County’s “NPLH Project” for purposes of expending NPLH TA funds in its implementation;

**NOW, THEREFORE**, it is hereby agreed by and between the partners as follows:

1. Inyo County will provide \$50,000 from its NPLH TA funds to Silver Peaks LLC to support the purchase of the Silver Peaks property at the corner of Spruce and Maclver Streets in Bishop.
2. The \$50,000 in NPLH TA funds that Inyo County is providing to Silver Peaks LLC may be used only for the following purposes: to purchase the property, to pay for predevelopment costs, and to pay for other items directly related to the purchase of the property with approval from HHS.
3. Silver Peaks LLC will account for the expenditure of the funding by providing HHS with reports and/or receipts to prove the expenditure of funds for purposes for which they were intended. Proof of expenditure must be submitted to HHS within 90 days of expenditure.

4. The \$50,000 in NPLH TA funding provided to Silver Peaks LLC by Inyo County must be expended as described in this MOU by May 30, 2020. If the funds are not expended in full by that date, Silver Peaks LLC will return the \$50,000 to Inyo County.
5. Silver Peaks LLC will make 5 units in the Silver Peaks affordable housing complex available to HHS for purposes of placing HHS clients who meet the requirements for target population of the NPLH program. Silver Peaks LLC will ensure that the property is sufficiently deed-restricted so that HHS's access to these 5 units is binding on any future owners or managers of the property.
6. Should Silver Peaks LLC not proceed with the development of the Silver Peaks affordable housing complex, Silver Peaks LLC will return the \$50,000 to Inyo County.

We, the undersigned, have read and agree with this MOU.

By \_\_\_\_\_

Inyo County HHS Director

Date \_\_\_\_\_

By \_\_\_\_\_

Silver Peaks, LLC

Date \_\_\_\_\_



# County of Inyo



## Health & Human Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** January 28, 2020

**FROM:** Lucy Vincent

**SUBJECT:** Ratify the Contract between County of Inyo and Bakersfield Behavioral Healthcare Hospital, LLC.

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**RECOMMENDED ACTION:**

Request Board ratify and approve the contract between the County of Inyo and Bakersfield Behavioral Healthcare Hospital, LLC for acute psychiatric inpatient services in an amount not to exceed \$50,000 for the period of July 1, 2019 to June 30, 2020 and authorize Chairperson to sign the contract and the HHS Director or designee to sign the HIPAA Business Associate Agreement.

**SUMMARY/JUSTIFICATION:**

This contract comes to your Board late due to the challenges and delays in negotiating this first contract with the facility. The contract was initiated prior to the start of the FY 19/20. Bakersfield Behavioral Healthcare Hospital, LLC is an acute inpatient psychiatric facility that is willing to admit Inyo County residents in need of this level of care when beds are available. These patients are often transferred from the Crisis Stabilization Unit (CSU) in Ridgecrest as the access point to care, often under Welfare and Institutions Code (WIC) 5150. Access to inpatient psychiatric hospital beds is extremely challenging given the small number of beds available as well as the distance to the nearest hospital across County lines. As the Ridgecrest CSU is located in Kern County there is greater access to this hospital located in Bakersfield. In FY 18/19 we accessed Bakersfield Behavioral Healthcare Hospital, LLC and paid for services as necessary through the invoice process. Services without a contract are allowed due to the emergent nature of the services. However, MediCal regulations require that if one hospital is used more frequently by a County, a contract must be pursued between the County and the facility (disproportionate use). A contract also allows for a negotiated rate and ease of payment processing. We respectfully request ratification of this contract.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Inyo County HHS Behavioral Health as the Mental Health Plan is fiscally responsible for payment for these hospital costs. A good faith effort to contract with this disproportionate use facility is required. The alternative is to process each invoice for payment, coming to the Board on multiple occasions.

**OTHER AGENCY INVOLVEMENT:**

DHCS, hospitals and agencies designated to place involuntary holds under WIC Section 5150.



**FINANCING:**

100% Mental Health Realignment Funds for Adults, MediCal as allowed for beneficiaries under age 21. This contract is budgeted in Mental Health (045200) in Support & Care w/1099 (5508). No County General Funds.

**ATTACHMENTS:**

1. Agreement w Bakersfield Behavioral Healthcare Hospital, LLC
2. Insurance Requirements
3. Business Associate Agreement

**APPROVALS:**

Lucy Vincent	Created/Initiated - 1/16/2020
Darcy Ellis	Approved - 1/16/2020
Lucy Vincent	Approved - 1/16/2020
Marilyn Mann	Approved - 1/16/2020
Meaghan McCamman	Approved - 1/16/2020
Melissa Best-Baker	Approved - 1/17/2020
Marshall Rudolph	Approved - 1/17/2020
Aaron Holmberg	Approved - 1/21/2020
Amy Shepherd	Approved - 1/21/2020
Marilyn Mann	Final Approval - 1/22/2020

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Bakersfield Behavioral Healthcare Hospital, LLC  
FOR THE PROVISION OF HOSPITAL INPATIENT PSYCHIATRIC SERVICES**

**AGREEMENT**

WHEREAS, the County of Inyo will likely have the need for the provision of psychiatric and other professional medical services including evaluation and treatment of persons who meet the qualifications for involuntary detention, evaluation, and treatment as a result of a mental disorder (hereinafter "Hospital Inpatient Psychiatric Services") pursuant to and in accordance with the Bronzan-McCorquodale Act (herein "BMA") and its predecessor, the Short-Doyle Act, in conjunction with the Lanterman-Petris-Short Act (herein "LPS") Acts, as set forth in the California Welfare and Institutions Code (herein "W&I"), and related California and federal law. (All references in this Agreement to BMA shall constitute references also to the Short-Doyle Act to the extent, if any, that the Short-Doyle Act is applicable.)

WHEREAS, the County of Inyo Behavioral Health Services Program (herein "BHS") has certain obligations to assure the provision of psychiatric and other professional medical services, including evaluation and treatment, to persons who meet the W&I qualifications for involuntary detention, evaluation, and treatment as the result of a mental disorder.

WHEREAS, the County of Inyo (hereinafter referred to as "County") hereby contracts with **Bakersfield Behavioral Healthcare Hospital, LLC** hereinafter "Contractor"; collectively "the Parties") for the provision of Hospital Inpatient Psychiatric Services.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the Parties agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and incorporated by reference. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

**2. TERM.**

The term of this Agreement shall be from July 1<sup>st</sup>, 2019 to June 30<sup>th</sup>, 2020 unless sooner terminated as provided for in paragraph 16 of this Agreement.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees set forth as Attachment B-1 attached hereto and incorporated by reference for the services and work described in this Agreement which are performed by Contractor at the County's request.

B. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance

benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

**C. Limit upon amount payable under Agreement.** The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Fifty Thousand Dollars and no cents (\$ 50,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

**D. Billing and payment.** Billing and payment terms and conditions are set forth in Attachment B attached hereto and incorporated by reference.

**E. Federal and State taxes.**

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

**F. Utilization Controls.** As an express condition precedent to maturing the County's payment obligations under this Agreement, Contractor shall adhere to the County's Quality Management Plan including utilization controls, DMH Letters/Notices, as well as Sections 5777(g) and 5778(n) of the Welfare and Institutions Code and regulations adopted pursuant thereto.

**4. DESIGNATION OF FACILITY FOR INVOLUNTARY TREATMENT.**

County hereby designates Contractor as a facility for involuntary and intensive treatment as provided in Sections 5150, 5250, and 5350 *et seq.* of the Welfare and Institutions Code. Contractor hereby represents and warrants that it is approved for involuntary treatment by the California State Department of Mental Health and complies with certification review hearing procedures required by Article 4 of the Welfare and Institutions Code.

**5. TIME OF THE ESSENCE.**

Time is of the essence in the performance of this Agreement.

**6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

**A.** Any licenses, certificates, or permits required by the federal, state, county and municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required.

Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates, and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

**B.** Contractor further represents and warrants that it is currently, and for the duration of this Contract shall remain, licensed as a general acute care hospital or acute psychiatric hospital in accordance with Section 1250 et seq. of the Health and Safety Code and the licensing regulations contained in Titles 22 and 17 of the California Code of Regulations. Contractor further represents and warrants that it is currently, and for the duration of the Contract shall remain, certified under Title XVIII of the Federal Social Security Act.

**C.** Contractor agrees that compliance with its obligations to remain licensed as a general acute care Hospital or acute psychiatric Hospital and certified under Federal Social Security Act shall be express conditions precedent to maturing the County's payment obligations under Attachment B of this Agreement.

**D.** Contractor represents and warrants that all inpatient medical subcontractors will maintain licensing and certification required for the delivery of their professional services in California.

**E.** Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://vwww.sam.gov>.

## **7. CONTRACTOR FACILITIES.**

Contractor shall, at its own expense, provide and maintain facilities and professional, allied, and supportive paramedical personnel which will enable it to provide all necessary and appropriate psychiatric inpatient hospital services. In addition, Contractor shall provide and maintain the organizational and administrative capabilities to carry out its duties and responsibilities under this Contract and all applicable statutes and regulations pertaining to Medi-Cal providers.

## **8. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

**A.** Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors and not as employees of County.

D. Contractor shall be solely responsible for, and shall have exclusive control over, the exercise of professional medical judgment with respect to services provided by Contractor to a Patient pursuant to this Agreement. Nothing in this Agreement is intended to, or shall be construed to, limit, condition, restrict, or otherwise control the independent exercise of professional medical judgment of Contractor by County. However, in some incidents described in Attachments **A** and **B**, County requires preauthorization for payment of services provided.

#### **9. WORKERS' COMPENSATION AND EMPLOYER LIABILITY.**

Contractor shall provide (a) workers' compensation insurance coverage, in the legally required amount, and (b) employer's liability in the minimum amount of \$1,000,000 per accident for all Contractor's employees utilized in providing work and services pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Contractor has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Contractor, at the time of execution of this Agreement, will provide County with evidence of the required workers' compensation and employer's liability insurance coverage.

The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the County.

Contractor expressly waives its immunity for injuries to its employees and agrees that the obligation to indemnify, defend, and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties. This waiver shall not apply to any damage resulting from the sole negligence of the County, its agents, and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of the County, its agents or employees, the obligations provided herein to indemnify, defend, and hold harmless is valid and enforceable only to the extent of the negligence of the Contractor, its officers, agents, and employees. This insurance shall be in strict accordance with the requirements of the most current and applicable State Workers' Compensation Insurance laws.

#### **10. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment **C** and with the provisions specified in that attachment.

#### **11. DEFENSE AND INDEMNIFICATION.**

The parties agree to indemnify, defend and hold each other harmless for any claim, demand, loss, lawsuit, settlement, judgment, or other liability in connection with the party's performance of work under this Agreement or failure to comply with any of the obligations in this Agreement, and all related expenses which may accrue, arising from or in connection with a claim of a third party arising from a negligent or otherwise wrongful act or omission of the other party, its agents or employees in connection with the party's performance of work under this Agreement. If each party claims and is entitled to indemnity from the other, the liability of each to the other shall be determined according to principles of comparative

fault. Indemnity shall include damages, reasonable costs, reasonable expense, and reasonable attorney's fees as incurred by the party indemnified. The foregoing indemnification provision will remain in effect following the termination of this Agreement.

## 12. RECORDS.

A. The Contractor shall:

- (1) Maintain books, records, documents and other evidence, accounting procedures, and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract.
- (2) Maintain such information in accordance with Medicare principles of reimbursement and generally accepted accounting principles, and shall be consistent with the requirements of the Office of Statewide Health Planning and Development.
- (3) Maintain medical records required by Sections 70747-70751 of the California Code of Regulations, and other records related to a Beneficiary's eligibility for services, the services rendered, the Beneficiary to whom the service was rendered, the date of the service, the medical necessity of the service and the quality of the care provided. Records shall be maintained in accordance with Section 51476 of Title 22 of the California Code of Regulations. The foregoing constitutes "records" for the purposes of this paragraph.
- (4) Subject the facility or office, or such part thereof as may be engaged in the performance of the Contract, and the information specified in this Paragraph at all reasonable times to inspection, audits, and reproduction by any duly authorized agents of the County, Department, Department of Mental Health, the Federal Department of Health and Human Services and Controller General of the United States. The Federal Department of Health and Human Services and Controller General of the United States are intended third party beneficiaries of this covenant.
- (5) (Preserve and make available its records relating to payments under this Contract for a period of seven (7) years from the close of the Contractor's fiscal year, or for such longer period, required by Sub-paragraphs (a) and (b) below.
  - (a) If this Contract is terminated, the records relating to the work performed prior to its termination shall be preserved and made available for a period of seven (7) years from the date of the last payment made under the Contract.
  - (b) If any litigation, claim, negotiation, audit, or other action involving the records has been stated before the expiration of the seven-year period, the related records shall be retained until completion and resolution of all issues arising therefrom or until the end of the seven-year period whichever is later.

## 13. AUDIT.

A. Agents of the County and the State Department of Mental Health shall conduct periodic audits or reviews, including onsite audits or reviews, of performance under this Contract. These audits or reviews may evaluate the following:

- (1) Level and quality of care, and the necessity and appropriateness of the services provided.
- (2) Internal procedures for assuring efficiency, economy, and quality of care.
- (3) Compliance with County Client Grievance Procedures.
- (4) Financial records when determined necessary to protect public funds.

B. The Contractor shall make adequate office space available for the review team or auditors to meet and confer. Such space must be capable of being locked and secured to protect the work of the review team or auditors during the period of their investigation.

C. Onsite reviews and audits shall occur during normal working hours with at least 72-hour notice, except that unannounced onsite reviews and requests for information may be made in those exceptional situations where arrangement of an appointment beforehand is clearly not possible or clearly inappropriate to the nature of the intended visit.

**14. NONDISCRIMINATION.**

The Contractor shall not discriminate in the provision of services because of race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap as provided by state and federal law. In addition:

A. For the purpose of this Contract, distinctions on the grounds of race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap include but are not limited to the following; denying a Beneficiary any services or benefit which is different, or is provided in a different manner or at a different time from that provided other Beneficiaries under this Contract; subjecting a Beneficiary to segregation or separate treatment in any manner related to his/her receipt of any service; restricting a Beneficiary in any way in the enjoyment, advantage or privilege enjoyed by others receiving any service or benefit; treating a Beneficiary any differently from others in determining whether the Beneficiary satisfied any admission, eligibility, other requirements or condition which individuals must meet in order to be provided any benefit; or assigning times or places for the provision of services on the basis of the race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap of the Beneficiaries to be served.

B. The Contractor shall take action to ensure that services to intended Beneficiaries are provided without regard to race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap.

**15. NONDISCRIMINATION POLICY.**

A. Contractor has adopted and shall maintain written nondiscriminatory policies, which are available and practiced by Contractor in the employment of personnel, which provide for nondiscrimination on the basis of race, color, religion, ancestry, gender, sexual orientation, national origin, age, or mental or physical handicap, or on any other basis prohibited by law.

B. Pursuant to performance contract requirements imposed on County by the California Department of Mental Health, County and Contractor, as its subcontractor for purposes of the performance contract, agree as follows:

"During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, natural origin, ancestry, physical handicap, medical condition, marital status, age, gender, or sexual orientation. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth

in full. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. 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."

**16. TERMINATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor sixty (30) days' written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving sixty (30) days' written notice of such intent to cancel to County. In the event of termination, Contractor shall be compensated in accordance with the terms of this Agreement for all services performed to the termination date. In the event a Patient remains hospitalized on the termination date, Contractor shall continue to provide services to such Patient until the Patient is discharged or otherwise transferred pursuant to paragraph 4.2 of Attachment **A** and shall be compensated in accordance with the terms of this Agreement for all services rendered during this time period.

**17. ASSIGNMENT.**

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**18. SUBCONTRACTORS.**

Contractor acknowledges and agrees that in the event Contractor engages a subcontractor to assist in the performance of any of Contractor's obligations pursuant to this Agreement, Contractor shall remain legally responsible for performance of all of the terms and conditions applicable to Contractor hereunder.

**19. DEFAULT.**

If a party defaults in performing its obligations hereunder ("Defaulting Party") through no substantially contributing fault of the other party ("Non-defaulting Party"), the Non-defaulting Party may give the Defaulting Party written notice of the default. If the Defaulting Party fails to cure the default or initiate and diligently pursue efforts accepted by the Non-defaulting Party to cure the default within thirty (30) days after the Defaulting Party receives the notice, the Non-defaulting Party may terminate this Agreement by giving the Defaulting Party written notice of termination, effective upon the date of the notice or such later termination date as specified in the notice.

**20. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any provision or breach of this Agreement shall not be deemed to be a waiver of that provision or other provision or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-nine (29) below.

**21. STANDARD OF PERFORMANCE.**



Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent provider of inpatient hospital psychiatric services to patients involuntarily detained by reason of mental disorder.

## **22. GOVERNING LAW.**

A. Contractor agrees to comply with all applicable provisions of federal and state statutes, regulations, and other applicable law, and, to the extent consistent with applicable law, with all applicable State of California and Federal policies, including, without limitation:

- (1) W&I, Divisions 5, 6, and 9;
- (2) California Code of Regulations, Title 9;
- (3) California Code of Regulations, Title 22;
- (4) BMA, Short-Doyle and Short-Doyle/Medi-Cal policies, including without limitation, such policies as set forth in applicable DMH Letters and the applicable Cost Reporting/Data Collection ("CR/DC") Manual;
- (5) Title XIX of the U.S. Social Security Act, and
- (6) The Rehabilitation Act of 1973, Section 504 (Title 29, United States Code, Section 794 as amended from time to time).

## **23. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

## **24. USE OF INFORMATION.**

With respect to any identifiable information concerning Beneficiaries under this Contract that is obtained by the Contractor, the Contractor shall:

- (1) Not use any such information for any purpose other than carrying out the express terms of this Contract;
- (2) Promptly transmit to the County all requests for disclosure of such information;
- (3) Not disclose, except as otherwise specifically permitted by this Contract, any such information to any party other than the County without the County's prior written authorization specifying that the information may be released under Title 45, Code of Federal Regulations Section 205.50 and Sections 10850 and 14100.2 of the Welfare and Institutions Code; and regulations adopted pursuant thereto; and
- (4) At the termination of this Contract, return all such information to the County or maintain such information according to written procedures sent to the Contractor by the County.

**25. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**26. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

**27. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**28. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-nine (29) (Amendment).

**29. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**30. SOLE AUTHORIZATION.**

Inyo County BHS shall have the sole authority to act on behalf of County to authorize Contractor to provide services to any Patient pursuant to this Agreement.

**31. STAFF AVAILABILITY.**

Inyo County BHS shall provide for the availability of authorized BHS staff by pager/telephone on a 24-hour per day basis for the purposes of telephone communications between Contractor and BHS which are required pursuant to this Agreement.

**32. NOTICE.**

Any notice, request for approval, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required or may desire to make, shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties as follows:

County of Inyo Behavioral Health Services:  
Inyo County Behavioral Health Division  
162-J Grove Street  
Bishop, CA 93514

Contractor:  
Bakersfield Behavioral Healthcare Hospital, LLC  
5201 White Lane  
Bakersfield, CA 93309

**33. ENTIRE AGREEMENT.**

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

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Bakersfield Behavioral Healthcare Hospital, LLC  
FOR THE PROVISION OF HOSPITAL INPATIENT PSYCHIATRIC SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

**COUNTY**

COUNTY OF INYO

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

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

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

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

**CONTRACTOR**

BAKERSFIELD BEHAVIORIAL HEALTH LLC

By: Eugene Suksi

Name: Eugene Suksi

Title: CEO

Dated: 1/10/20

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO  
AND Bakersfield Behavioral Healthcare Hospital, LLC  
FOR THE PROVISION OF HOSPITAL INPATIENT PSYCHIATRIC SERVICES TERM:

FROM: July 1<sup>st</sup>, 2019

TO: June 30<sup>th</sup>, 2020

SCOPE OF WORK:

1. Definitions. The following definitions apply for the purposes of this contract:
  - 1.1. Administrative Day. "Administrative Day" means those days authorized by a designated point of authorization or utilization review committee in an acute inpatient facility when, due to the lack of a Medi-Cal eligible nursing facility, the beneficiary stays at an acute inpatient facility beyond the beneficiary's need for acute care. The acute facility is responsible for contacting appropriate facilities within a 60-mile radius at least once each five working days until the beneficiary is placed or no longer requires that level of care. These contacts must be documented by a brief description of status and the signature of the person making the contacts. The physician's reviewer or the utilization review committee must monitor the beneficiary's chart on a weekly basis to determine if the beneficiary status has changed.
  - 1.2. Beneficiary. "Beneficiary" means any patient referred by Inyo County and certified as eligible for services under the Medi-Cal program according to Section 51001, Title 22, California Code of Regulations and any Indigent Patient.
  - 1.3. Indigent Patient. An "Indigent Patient" is any Patient provided services pursuant to this Agreement for which: (a) Patient does not have ability to pay under the Uniform Method of Determining Ability to Pay (UMDAP) and; (b) Patient is not entitled to or eligible to receive full or partial payment benefits from (1) a private insurer or other private third-party, or (2) Medi-Cal or other such public assistance program. The Patient is deemed to be an "Indigent Patient" as to such service.
  - 1.4. Patient. A Patient is defined as a person who is receiving services provided pursuant to this Agreement.
  - 1.5. Psychiatric Inpatient Hospital Services. "Psychiatric Inpatient Hospital Services" means services provided either in an acute care hospital or a free-standing psychiatric hospital for the care and treatment of an acute episode of mental illness.
  - 1.6. Non-Emergency Medical Services. County and Contractor acknowledge that a Patient may have or develop during hospitalization a non-emergency medical condition unrelated to the Patient's mental disorder. Contractor shall obtain prior authorization from County BHS for the provision of non-emergency medical services for the Patient. Such services are referred to herein as "Non-Emergency Medical Services."
2. Scope of Services. Contractor shall provide inpatient psychiatric services to Patients referred by County to Contractor for involuntary detention, evaluation, and treatment pursuant to LPS and related applicable law, including without limitation, services relating to 72-hour detention (W&I § 5150), additional 14-day certification and detention (W&I § 5250), LPS temporary conservatorship (W&I § 5353), and LPS Conservatorship (W&I § 5358).
3. Mental Health Services. Contractor shall provide inpatient hospital psychiatric services to Patients referred by County BHS and accepted by the Contractor who are in need of such services and Emergency Medical Services or Authorized Medical Services (a) as required by LPS, other provisions of W&I Divisions 5, 6, and 9, Title 9 and Title 22 of the California Code of Regulations, and other applicable law, and (b) as are medically necessary or medically indicated for care and treatment of the mental disorder of the Patient including, but not limited to, the following services:
  - 3.1. Psychiatric history, diagnosis, and evaluation of the Patient which shall include an interview, mental status evaluation, diagnosis, and clinical recommendations, promptly upon the Patient's

arrival at Contractor's facilities for evaluation and, thereafter, in accordance with requirements of LPS and applicable law.

3.2. Responsibility for providing or assuring the provision of professional medical services to perform a history and physical examination of each Patient promptly, and in any event, within twenty-four (24) hours after the Patient's admission to Hospital.

3.3. Approval of an individual treatment plan.

3.4. Psychiatric services compatible with the Patient's individual treatment plan.

3.5. Prescription of medication necessary for the treatment of the Patient's mental and physical health condition.

3.6. Discharge planning and continuing care planning.

3.7. Responsibility for providing or assuring the provision of all professional medical care and treatment of the Patient at Hospital's facilities.

Such services are referred to herein as "Mental Health Services."

4. Referral by County.

4.1. Notification. Prior to transporting a proposed Patient to Contractor's facilities, County BHS shall (a) contact Contractor by telephone to advise Contractor of the proposed Patient and his or her condition, (b) provide an expected time of arrival at Contractor's facilities, (c) confirm bed-availability at Contractor's facilities for the proposed Patient, (d) Confirm Patient is medically stable for transport, and (e) authorize the provision of services to the proposed Patient. County BHS shall be authorized and responsible for making such contacts for referral of persons to Contractor. However, County and Contractor acknowledge that County's law enforcement agencies may make such a contact in some cases. In the event Contractor receives a referral from a County law enforcement agency, Contractor shall notify BHS promptly by telephone of the referral, and request authorization from BHS for the provision of services to the person referred.

4.2. Transport Responsibility. In coordination with the Contractor, County shall be responsible, at County's expense, for causing proposed Patients to be transported to and from Contractor's facilities, which includes transportation at time of patient's discharge from the Contractor's facility. In the event a referred Patient is not admitted pursuant to paragraph 6 below, or this Agreement is terminated, County BHS shall promptly make available to the proposed Patient transportation from Contractor's facilities.

Notwithstanding the foregoing, Contractor shall be responsible for transporting such Patients and proposed Patients, at Contractor's expense, in the event Contractor undertakes or authorizes such transportation for the purpose of providing services under this Agreement without the prior approval of BHS, except in the event of a medical emergency necessitating transport to another health care facility.

4.3. Certain Substance Abusers Ineligible. County and Contractor acknowledge and agree that persons who are under the influence of alcohol, drugs, or other chemical substances, but who are not otherwise suffering from a mental disorder, shall not be eligible for referral or admission to Contractor's facilities.

4.4. Medical Condition Beyond the Capability of Contractor. County and Contractor acknowledge and agree that persons who are determined to suffer from medical conditions other than mental disorders for which Contractor is not licensed, or otherwise does not have the capability to provide care and treatment, may be determined by Contractor to be ineligible for admission. If such a condition develops after the Patient has been admitted the Contractor may transfer the Patient pursuant to paragraph 4.2.

4.5. Persons Requiring Law Enforcement Security. County shall be responsible for providing, at County's expense, continuous 24-hour security, including the presence of a law enforcement officer and other security measures as appropriate, for each Patient or proposed Patient who is in custody of the County Sheriff or other law enforcement agency as the result of arrest or conviction on criminal charges. Contractor assumes no responsibility for providing such security.

4.6. In the event Contractor reasonably determines that the security measures provided are inadequate to assure the safety and well-being of Contractor's other patients and other persons in Contractor's facilities, Contractor may:

(a) as to a proposed Patient, determine that the proposed Patient is ineligible for admission.

(b) as to a Patient already admitted, notify BHS by telephone of Contractor's determination that the Patient no longer qualifies for admission and hence, services from Contractor, and coordinate with BHS to make arrangements for discharge of the Patient and, if appropriate, his or her transfer to another facility.

5. Evaluation for Qualification for Admission. Contractor will evaluate each proposed patient promptly upon the Patient's arrival at Contractor's facilities, in order to determine if the proposed Patient meets LPS qualifications for involuntary detention and treatment. If the proposed Patient is determined to meet the LPS qualifications and otherwise to be eligible for admission, pursuant to this Agreement, Contractor shall admit him or her as an inpatient.

6. Persons Not Qualified for Admission. In the event the physician determines that the proposed Patient does not meet LPS qualifications for involuntary detention and treatment, or Contractor otherwise determines that the proposed Patient is ineligible for admission pursuant to this Agreement, Contractor shall promptly notify BHS by telephone of the determination, the basis therefor, and the planned action with respect to the release of the proposed Patient. Contractor shall also provide written confirmation of the determination to BHS within ten (10) business days (excluding weekends and holidays) after the date of notice by telephone.

7. Notice and Approval As Condition Precedent to Compensation for Medical Services. In the event of a medical emergency, Contractor shall notify BHS by telephone immediately of the reason for and nature of Emergency Medical Services provided to Patients. To the extent permitted by law, BHS reserves the right to refuse to compensate Contractor for non-emergency medical services that are delivered without BHS approval.

8. Billing Procedure as Express Condition Precedent to County's Obligation to Pay. As an express condition precedent to maturing the County's payment obligations under Attachment B of this Agreement, the Contractor shall bill for psychiatric inpatient Hospital services rendered, in whole or in part, to any available State or Federal Medi-Cal care program or under any other contractual or legal entitlement of the Patient, including, but not limited to, a private group indemnification insurance program or workers' compensation. To the extent that such coverage is available, the County payment obligation pursuant to Attachment B shall be met.

9. Telephone Progress Reports by Hospital to BHS. Contractor shall report to BHS by telephone the current status and proposed action with respect to a Patient or proposed Patient upon or about the following events:

9.1. Admission Determination. Promptly after the determination of the proposed Patient's eligibility for admission, regarding the results of the determination.

9.2. 72-Hour Hold Patients. Approximately 48-60 hours after admission of the Patient, in order to advise BHS of the likelihood of proceeding with certification of a 14-day extension of detention and treatment stay or of discharging the Patient, necessitating arrangements to assure transportation is available to the Patient if the Patient desires to return to Inyo County.

9.3. Other Procedural Events. Promptly in the event of the initiation or conclusion of habeas corpus proceedings or any other LPS or related legal procedure affecting the Patient's stay in Contractor's facility.

9.4. Discharge/Transfer. At least 12 hours prior to discharge or transfer of a Patient, or if such notice is not reasonably possible due to unforeseen circumstances, as promptly as is reasonably possible, in particular in order to assure appropriate transportation arrangements may be made and otherwise to coordinate discharge planning.

9.5. Need for Medical Services. Promptly or as otherwise provided in this Agreement in the event it is determined that a Patient needs Medical Services.

10. Discharge Report and Aftercare Plan. Promptly upon discharge of a Patient, Contractor shall transmit to County a discharge report, which shall include a copy of hospitalization records and/or medical records of the aftercare plan prepared by Contractor in accordance with applicable law, as well as such additional information as necessary or appropriate to summarize the evaluation, treatment, and other services provided to the Patient hereunder.

11. Quality of Care. As an express condition precedent to maturing the County's payment obligations under Attachment B, Contractor shall:

11.1. Assure that any and all eligible Beneficiaries receive care as required by regulations adopted pursuant to Sections 5775 et seq. and 14680 et seq. of the Welfare and Institutions Code.

11.2. Take such action as required by Contractor's Medical Staff by-laws against medical staff members who violate those by-laws, as the same may be from time to time amended.

11.3. Provide psychiatric inpatient hospital services in the same manner to Beneficiaries as it provides to all patients to whom it renders psychiatric inpatient hospital services.

11.4. Assure that any discrimination against Beneficiaries in any manner, including admission practices, placement in special or separate wings or rooms, provision of special or separate meals, shall not take place.

12. Patient Rights. Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients and/or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Right Advocate, County, or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes at all facilities and accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, grievance, and appeal forms and Inyo County Mental Health self-addressed envelopes.

13. Beneficiary Evaluation of Contractor's Services. Contractor shall provide a written questionnaire to the Beneficiary at the time of the Beneficiary's admission. The questionnaire shall be approved by the County and shall offer the Beneficiary the opportunity to evaluate the care given. It shall be collected at the time of discharge and maintained in the Contractor's file to seven (7) years, and shall be made available to agents of the County, State Department of Mental Health, and the Department of Health and Human Services.

14. Beneficiary Eligibility. This Contract is not intended to change the determination of Medi-Cal eligibility for beneficiaries in any way. However, in the event a statute is enacted which redefines Medi-Cal eligibility so as to affect the provision of psychiatric inpatient hospital services under this Contract, the new definition shall apply to the terms of the Contract.

15. HIPAA Business Associate Agreement. Contractor agrees to enter into the attached HIPAA Business Associate Agreement.



**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Bakersfield Behavioral Healthcare Hospital, LLC  
FOR THE PROVISION OF HOSPITAL INPATIENT PSYCHIATRIC SERVICES**

**TERM:**

**FROM: July 1<sup>st</sup>, 2019**

**TO: June 30<sup>th</sup>, 2020**

**SCHEDULE OF FEES:**

1. Rate of Compensation for Mental Health Services. Contractor shall be entitled to compensation from County only for Psychiatric Inpatient Hospital Services rendered to a Beneficiary at rates specified in Attachment B-1. The rate structure specified in Attachment B-1 of the Contract shall not include physician or medical services rendered to Beneficiaries covered under this Contract, or transportation services required in providing Psychiatric Inpatient Hospital Services. When physician, medical, or transportation services are Medi-Cal eligible services or privately insured, they shall be billed separately from the per diem rate of Psychiatric Inpatient Hospital Services.
2. Billing and Payment Guidelines. Contractor shall utilize the Uniform billing and Collection Guidelines and the Uniform Methods of Determining Ability to Pay (UMDAP) procedures prescribed by the California State Director of Mental Health to the extent required by applicable law and State Department of Mental Health guidelines and directives.
3. Statements of Beneficiary Services. Contractor shall submit written itemized statements to County for services rendered hereunder to Beneficiaries. Each statement shall identify the Beneficiary and the number and type of Units of Service provided as Mental Health Services and Medical Services respectively, and the dates on which such Units of Services were provided, and the amount of compensation requested for the services.
4. Compensation Limited to Beneficiaries. Contractor shall be entitled to compensation from County only for services rendered to a Beneficiary pursuant to County's authorization or approval of compensation as otherwise provided in this Agreement. Notwithstanding any other provision of this Agreement, Contractor shall not be entitled to bill and collect from County any compensation for services rendered to a Patient if sources of payment other than Medi-Cal are available. In the event only partial payment for a service is available from any source other than County, Contractor shall accept such payment as payment in full and shall not be entitled to payment from County for any co-payment, deductible, or any other such amount for any part of such services.
5. Rate of Compensation for Medical Services. Contractor shall be entitled to compensation rates for only Emergency and prior-approved Non-Emergency Medical Services as defined in Attachment A at the Contractor's usual and customary rates charged to private-pay patients, which rates shall also include payment for physician services rendered by hospital-based physicians through its departments of radiology, pathology, and emergency services.
6. Rate Of Compensation For Inpatient Psychiatric Hospital Services. The amounts paid to Contractor for in-patient psychiatric services rendered to a Beneficiary shall be in accordance with the rates of compensation otherwise set forth in Attachment B-1, and shall be accepted by Contractor as full and complete compensation for all such services. The per diem rate included in Attachment B-1 is

considered to be payment in full, subject to third party liability and patient share of costs, for the specialty mental health services to a Beneficiary.

7. Transmittal of Payment. County shall transmit payment to Contractor within sixty (60) days after County receives the statement for Psychiatric Inpatient Hospital Services rendered to a Beneficiary except as otherwise specified in this Agreement.

8. Medi-Cal Rate as Payment in Full for Services. Contractor covenants to accept as payment in full for any and all psychiatric inpatient hospital services payments authorized by the County pursuant to Attachment B of this Contract. Such acceptance shall be made irrespective of whether the cost of such services and related administrative expenses shall have exceeded the rate payment obligation of the County provided in Attachment B-1.

9. Contractor Determination of Indigent Patient Status: Notice; Verification.

9.1. Indigent Patient Notice. In the event Contractor determines that a Patient is an Indigent Patient, Contractor shall give County written notice of the determination, including supporting findings and documentation (herein called "Indigent Patient Notice").

An Indigent Patient Notice shall be submitted concurrently with the first statement pursuant to which Contractor requests compensation hereunder for services rendered to the applicable Patient on the basis that such services are Indigent Patient Services.

9.2. Verification. Contractor's determination shall be subject to review and approval by County upon County's verification that reasonable efforts have been made to identify payment resources, including without limitation, the determination of eligibility of the Patient for Medi-Cal or other public assistance, which approval may not be unreasonably withheld.

10. Delayed Payment for Verification of Indigent Patient Status. Payment for services to a Patient for which an initial Indigent Patient Notice has been received by County may be delayed as reasonably necessary or appropriate to allow County to verify the Contractor's determination and pursue the determination of the Patient's eligibility for Medi-Cal or other public assistance. However, such payment shall be made no later than ninety (90) days after the date on which County receives the Indigent Patient Notice and related statement, unless on or before such date for payment, the County gives Contractor written notice and verification of the Patient's coverage by an insurer or other private third-party payer or determination that the Patient is eligible for public assistance other than Medi-Cal for the services set forth on the statement.

11. Refund to County. Notwithstanding anything in this Agreement to the contrary, in the event County provides Contractor with written notice and verification of the Patient's coverage by an insurer or other private third-party payer for services for which County has already paid Contractor, Contractor shall be responsible for obtaining payment from such resources. Contractor shall refund to County the amounts for such services which were previously paid by County to Contractor no later than either the thirtieth (30th) day after Contractor receives payment from such resources or the one-hundred-twentieth (120th) day after receipt of the notice from County verifying the Patient's coverage by such resources, whichever day first occurs.

12. Customary Charges Limitation. Notwithstanding anything in the Agreement to the contrary, the County's total liability to the Contractor shall not exceed the Contractor's total customary charges for like services during each hospital fiscal year or part thereof, in which this Contract is in effect. The Department may recoup any excess of total payments above such total customary charges under Paragraph 8 of this Attachment.

**ATTACHMENT B-1**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Bakersfield Behavioral Healthcare Hospital, LLC  
FOR THE PROVISION OF HOSPITAL INPATIENT PSYCHIATRIC SERVICES**

**TERM:**

**FROM: July 1<sup>st</sup>, 2019**

**TO: June 30<sup>th</sup>, 2020**

**SCHEDULE OF FEES FOR INPATIENT PSYCHIATRIC HOSPITAL SERVICES**

The fee for Inpatient Psychiatric Hospital Services, including hospital services and which Contractor agrees to provide for evaluation and treatment of a Patient pursuant to this agreement, is as follows:

<b>BASIC FEES FOR OVERNIGHT STAY AT CONTRACTOR'S FACILITY</b>	
<b>DESCRIPTION</b>	<b>RATE</b>
Adolescent Psychiatric	\$960
Administrative Day (non-treatment)	\$480
Room & Board, Private Psychiatric	\$960
Room & Board, 2 Bed Psychiatric	\$960
Legal Fess associated with individuals on an involuntary hold	\$350
Room & Board, 3 or 4 Bed Psychiatric	\$N/A
Room & Board, Ward Psychiatric	\$N/A
Intensive Care Psychiatric	\$N/A

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Bakersfield Behavioral Healthcare Hospital, LLC  
FOR THE PROVISION OF HOSPITAL INPATIENT PSYCHIATRIC SERVICES**

**TERM:**

**FROM: July 1<sup>st</sup>, 2019**

**TO: June 30<sup>th</sup>, 2020**

**SEE ATTACHED INSURANCE PROVISIONS**

## Insurance Requirements Attachment

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

**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 \$10,000,000 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. Limit may be satisfied with a CGL policy as specified above with limits no less than \$2,000,000 per occurrence, plus an umbrella or following-form excess policy with limits no less than \$10,000,000 per occurrence.

**Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage. (Limit reduced from \$5,000,000 when contract specifies contractor will not be transporting patients outside of their facility.)

**Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees.)

**Professional Liability (Errors and Omissions):** appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

**Cyber Liability Insurance:** as required due to access and management of electronic medical records, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations related to electronic medical records, and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the 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 Inyo County.

## **Insurance Requirements Attachment**

### **OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### **Additional Insured Status**

Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 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).

#### **Primary Coverage**

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### **Notice of Cancellation**

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

#### **Waiver of Subrogation**

Consultant hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Consultant may acquire against Inyo County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

#### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

#### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

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.

## **Insurance Requirements Attachment**

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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

### **Verification of Coverage**

Consultant shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### **Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

### **Special Risks or Circumstances**

Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-

## HIPAA Business Associate Agreement

This Agreement is entered into, effective as of the 1<sup>st</sup> day of July 2019, by and between **Bakersfield Behavioral Healthcare Hospital**, an LLC limited liability company ("Facility") and **Inyo County**. ("Business Associate").

### RECITALS

WHEREAS, Business Associate provides medical transportation services for Facility, and the Business Associate receives, has access to or creates Protected Health Information ("PHI") in order to perform such services; and

WHEREAS, the Facility is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and the regulations thereunder ("HIPAA"), including but not limited to the Privacy Standards (45 C.F.R. Parts 160 and 164), the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Part 142) (collectively, the "Standards"); and

WHEREAS, HIPAA requires the Facility to enter into a contract with Business Associate to provide for the protection of the privacy and security of PHI, and HIPAA prohibits the disclosure to or use of PHI by Business Associate if such contract is not in place; and

WHEREAS, Facility and Business Associate desire to comply with HIPAA and other recent federal regulations. Pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**") and under the American Recovery and Reinvestment Act of 2009 ("**ARRA**"), this Agreement also reflects federal breach notification requirements imposed on Business Associate when "Unsecured PHI" (as defined under the HIPAA Rules) is acquired by an unauthorized party and the expanded privacy and security provisions imposed on business associates; and

WHEREAS, Facility desires to delegate certain of the Facility's duties to Business Associate and Business Associate desires to assume such duties.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

### GENERAL PROVISIONS

**Section 1.01** Effect. The terms and provisions of this Agreement are effective the 1<sup>st</sup> day of July, 2019 ("Effective Date").

**Section 1.02** Definitions. Capitalized terms used herein without definition shall



have the respective meanings assigned to such terms in Exhibit A of this Agreement.

## **OBLIGATIONS OF BUSINESS ASSOCIATE**

**Section 2.01 Use and Disclosure of Protected Health Information.** Business Associate agrees not to use or disclose PHI, other than as permitted or required by this Agreement or as Required by Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.

**Section 2.02 Prohibited Use of PHI.** Business Associate agrees not to use or disclose PHI, other than as permitted or required by this Agreement or as Required by Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this Agreement's requirements or that would otherwise cause a Breach of Unsecured PHI.

**Section 2.03 Disclosure of PHI to Covered Entity.** The Facility acknowledges and agrees that under the Privacy Standards the Facility may permit Business Associate to disclose or provide access to PHI, other than Summary Health Information, to only those employees or other persons under the control of the Facility who are identified by name or position by the Facility as the persons who are to be given access to PHI solely to carry out particular Facility administration functions ("Designated Facility Employees"). Accordingly, notwithstanding any other terms and conditions of this Agreement, Business Associate shall disclose or provide access to PHI to the Facility or to any Designated Facility Employee, only as follows:

- a. Business Associate shall disclose Summary Health Information to any Designated Facility Employee upon such person's request on behalf of the Facility for the purpose of obtaining premium bids for the provision of health insurance, HMO or stop-loss coverage for the Facility or modifying, amending or terminating the Facility;
- b. Business Associate shall disclose information that has been de-identified in accordance with 45 C.F.R. 164.502(d) and 45 C.F.R. 164.514(a) and (b) at any time for any reason.

**Section 2.04 Safeguards Against Misuse of Information.** Business Associate agrees to use appropriate safeguards to prevent the use and disclosure of PHI other than as provided for by this Agreement. Additionally, Business Associate shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains or transmits on behalf of Facility as required by the Security Standards.

**Section 2.05 Reporting of Violations.** Business Associate agrees to the following breach notification requirements:

- a. Business Associate agrees to report to Facility any use or disclosure of PHI not provided for by this Agreement or the Privacy Standards of which it or its officers, employees, agents or subcontractors become aware, including any Security Incident of which it

becomes aware, as soon as practicable but no longer than three (3) business days after the "discovery" of such disclosure, within the meaning of the HITECH Act. In addition, Business Associate shall provide any additional information reasonably requested by Facility for purposes of investigating the Breach and any other available information that Facility is required to include to the individual under 45 C.F.R. 164.404(c) at the time of notification or promptly thereafter as information becomes delayed. Business Associate's notification of a Breach of Unsecured PHI under this Section shall comply in all respects with each applicable provision of section 13400 of Subtitle D (Privacy) of ARRA, the HIPAA Rules and related guidance issued by the Secretary or the delegate of the Secretary from time to time. Notwithstanding the foregoing, Facility agrees that this Agreement shall constitute notice and reporting by Business Associate to Facility of unsuccessful Security Incidents which are not reasonably considered by Business Associate to constitute an actual threat to an information system of Business Associate.

- b. Business Associate agrees to provide notification of any Breach of Unsecured PHI of which it becomes aware, as required under 45 C.F.R. 164.410, and any Security Incident of which it becomes aware, in violation of this Agreement to individuals, the media (as defined under the HITECH Act), the Secretary and/or any other parties as required under HIPAA, the HITECH Act, ARRA and the HIPAA Rules, subject to the prior review and written approval by Facility of the content of such notification.
- c. In the event of Business Associate's use or disclosure of Unsecured PHI in violation of HIPAA, the HITECH Act or ARRA, Business Associate bears the burden of demonstrating that notice as required under this **Section 2.05** was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

**Section 2.06 Agreements by Third Parties.** In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to require that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to the same information. Business Associate shall enter into and maintain an agreement with each agent and subcontractor that has or will have access to PHI under which the agent or subcontractor is legally bound by the same restrictions with respect to PHI that apply to Business Associate pursuant to this Agreement, including implementation of reasonable and appropriate safeguards to protect PHI.

**Section 2.07 Duty to Provide Access.** To the extent Business Associate has PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Facility, to the PHI in the Designated Record Set to Facility or, as directed by Facility, to the Individual, in order to meet requirements under 45 CFR 164.524. Any denial by Business Associate of access to PHI shall be the responsibility of, and sufficiently addressed by, Business Associate, including but not limited to, resolution of all appeals and/or complaints arising therefrom.

- a. Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. 164.522, except where such use, disclosure or request is required or permitted under applicable law.
- b. Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. 502(b)(1) that such request, use or disclosure shall be to the minimum extent

necessary, including the use of a "limited data set" as defined in 45 C.F.R. 164.514(e)(2), to accomplish the intended purpose of such request, use or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

**Section 2.08 Amendment of PHI.** Business Associate agrees to make any amendment(s) to PHI in its possession contained in a Designated Record Set that Facility directs or is obligated to pursuant to 45 CFR 164.526 at the request of Facility or an Individual, and within a reasonable time and manner. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to Facility as necessary to satisfy Facility's obligations under 45 C.F.R. 164.528.

**Section 2.09 Duty to Make Internal Practices Available.** Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI, and any PHI received from, or created or received by Business Associate on behalf of Facility, available to the Secretary, in a time and manner designated by the Secretary, for purposes of Secretary determining Facility's compliance with Privacy Standards. To the extent that Business Associate is to carry out one or more of Facility's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Facility in the performance of such obligation(s).

**Section 2.10 Documenting Disclosures/Accounting.** Business Associate agrees to document any disclosures as would be required for Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Facility information collected in accordance with this Agreement, to permit Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate also agrees to account for the following disclosures:

- a. Business Associate agrees to maintain and document disclosures of PHI and Breaches of Unsecured PHI and any information relating to the disclosure of PHI and Breach of Unsecured PHI in a manner as would be required for Facility to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.
- b. Business Associate agrees to provide to Facility, or to an Individual at Facility's request, information collected in accordance with this **Section 2.10**, to permit Facility to respond to a request by an Individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.
- c. Business Associate agrees to account for any disclosure of PHI used or maintained as an Electronic Health Record (as defined in Exhibit A) ("**EHR**") in a manner consistent with 45 C.F.R. 164.528 and related guidance issued by the Secretary from time to time; provided that an individual shall have the right to receive an accounting of disclosures of EHR by the Business Associate made on behalf of the Facility only during the three years prior to the date on which the accounting is requested [from Facility/directly from the Business Associate].
- d. In the case of an EHR that the Business Associate acquired on behalf of the Facility as of January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after January 1, 2014. In the case of an

EHR that the Business Associate acquires on behalf of the Facility after January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after the later of January 1, 2011 or the date that it acquires the EHR.

**Section 2.11 Prohibition on the Sale of ePHI.** Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

**Section 2.12 Individual Rights.** The Facility hereby delegates to Business Associate and Business Associate accepts the Facility's obligation to comply with Section 164.522, 164.524, 164.526 and 164.528 of the Privacy Standards.

**Section 2.13 Indemnification.** Business Associate hereby agrees to indemnify and hold the Facility, its employees, officers and directors, and the Facility harmless from and against any and all liability, payment, loss, cost, expense (including reasonable attorneys' fees and costs), or penalty incurred by Facility, its employees, officers or directors or the Facility in connection with any claim, suit or action asserted against such entity or person resulting from the failure to fulfill any obligation of this Agreement by Business Associate, its employees, agents or subcontractors.

**Section 2.14 Request for Disclosure to an Alternative Location or Alternative Means: Restriction.** Business Associate shall permit a Facility participant to make a reasonable request that PHI relating to the Facility participant be supplied at alternative locations and/or by alternative means. Business Associate shall provide a copy of such request (and any change thereto) to the Facility within five (5) business days of receipt of such request. Business Associate is prohibited from agreeing to any restriction on the use or disclosure of PHI requested by a Facility participant without the prior approval of the Facility.

**Section 2.15 Authorizations.** Business Associate shall provide, upon the request of a Facility participant, a HIPAA-compliant authorization form that may be used by such Facility participant to request a use or disclosure of such Facility participant's PHI that is not otherwise permitted hereunder. Business Associate shall not require an authorization to use or disclose PHI unless such an authorization is required by the Privacy Standards. Business Associate shall receive prior approval from the Facility before attempting to obtain a Facility participant's authorization for the use or disclosure of PHI for any purpose, such as for marketing purposes.

**Section 2.16 Sanctions and Mitigation.** Business Associate agrees 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 in violation of this Agreement or Privacy Standard. Business Associate agrees to implement and apply sanctions against its employees, agents or subcontractors who provide services with respect to this Agreement in the event such individual fails to comply with the applicable requirements of this Agreement.

**Section 2.17 Standard Transactions.** When Business Associate conducts in whole or part, Standard Transactions, for or on behalf of the Facility, Business Associate shall comply, and shall require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Part 162. Business Associate shall not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of the Facility that:

- a. Changes the definition, data condition or use of a data element or segment in a Standard Transaction;
- b. Adds any data elements or segments to the maximum defined data set;
- c. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
- d. Changes the meaning or intent of the Standard Transaction's implementation specification.

**Section 2.18 Notification of Breach.** Business Associate shall notify Facility within three (3) business days after it, or any of its employees or agents, reasonably suspects that a breach of unsecured PHI as defined by 45 CFR 164.402 may have occurred. Business Associate shall exercise reasonable diligence to become aware of whether a breach of unsecured PHI may have occurred and, except as stated to the contrary in this Section, shall otherwise comply with 45 CFR 164.410 in making the required notification to Facility. Business Associate shall cooperate with Facility in the determination as to whether a breach of unsecured PHI has occurred and whether notification to affected individuals of the breach of unsecured PHI is required by 45 CFR 164.400 et seq., including continuously providing the Facility with additional information related to the suspected breach as it comes available. In the event that Facility informs Business Associate that (i) Facility has determined that the affected individuals must be notified because a breach of unsecured PHI has occurred and (ii) Business Associate is in the best position to notify the affected individuals of such breach, Business Associate shall immediately provide the required notice (1) within the time frame defined by 45 CFR 164.404(b) and 45 CFR 164.410, (2) in a form and containing such information reasonably requested by Facility, and (3) containing the content specified in 45 CFR 164.404(d). In addition, in the event that Facility indicates to Business Associate that Facility will make the required notification, Business Associate shall promptly take all other actions reasonably requested by Facility related to the obligation to provide a notification of a breach of unsecured PHI under 45 CFR 164.400 et seq.

**Section 2.19 Civil and Criminal Liability.** Business Associate acknowledges that, effective on the Effective Date of this Agreement, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this Agreement and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

## OBLIGATIONS OF FACILITY

**Section 3.01 Privacy Notice.** The Facility shall notify Business Associate of any limitation(s) in the Facility's Notice of Privacy Practices produced in accordance with the Privacy Rule, and any changes or limitations to such notice under 45 C.F.R. 164.520, to the extent such limitation(s) may affect Business Associate's use or disclosure of PHI.

**Section 3.02 Designated Facility Employees.** Facility shall identify for Business Associate the Designated Facility Employees and shall promptly notify Business Associate of any additions to or deletions from the list of Designated Facility Employees.

**Section 3.03 Facility Certification.** The Facility hereby represents that it has provided certification to the Business Associate that the Facility documents have been amended to incorporate, and the Facility agrees to, the provisions required by the Privacy Standards as a precondition to disclosure of PHI to the Facility.

**Section 3.04 Compliance.** Facility shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by Facility.

## TERMINATION OF AGREEMENT

**Section 4.01 Term.** The term of this Agreement shall be effective as of the Effective Date and shall terminate when all of the PHI provided by Facility to Business Associate, or created or received by Business Associate on behalf of Facility, is destroyed or returned to Facility, or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions of Section 4.3.

**Section 4.02 Termination Upon Breach of Provisions Applicable to Protected Health Information.** Any other provision of the Agreement notwithstanding, this Agreement may be terminated by the Facility upon five (5) business days prior written notice to Business Associate in the event that Business Associate materially breaches any obligation of this Agreement and fails to cure the breach within such five (5) day period; provided, however, that in the event that termination of the Agreement is not feasible, in the Facility's sole discretion, Business Associate hereby acknowledges that the Facility shall have the right to report the breach to the Secretary.

**Section 4.03 Return or Destruction of Protected Health Information Upon Termination.** Upon termination of this Agreement, Business Associate shall either return to the Facility or destroy all PHI which Business Associate then maintains in any form. Business Associate shall not retain any copies of PHI. Notwithstanding the foregoing, to the extent that the Facility agrees that it is not feasible for Business Associate to return or destroy any PHI, the provisions of this Agreement shall survive termination of the Agreement and Business Associate

shall limit any further uses and disclosures of such **PHI** to the purpose or purposes which make the return or destruction of such **PHI** infeasible. The obligations of Business Associate under this Section 4 shall survive the termination of this Agreement.

**Section 4.04 The Facility's Right to Cure.** The Facility shall have the right to cure, at the expense of Business Associate, any breach of Business Associate's obligations under this Agreement. The Facility shall give Business Associate notice of its election to cure any such breach and Business Associate shall cooperate fully in the efforts by the Facility to cure Business Associate's breach. Business Associate shall pay for such services of the Facility within thirty (30) days of receipt of the Facility's request for payment.

**Section 4.05 Transition Assistance.** Following the termination of the Agreement for any reason, Business Associate agrees to provide transition services for the benefit of the Facility, including the continued provision of its services required under the Agreement until notified by the Facility that another provider of services is able to take over the provision of such services and the transfer of the **PHI** and other data held by Business Associate related to its services under the Agreement has been completed.

## **MISCELLANEOUS**

**Section 5.01 Regulatory References.** A reference in this Agreement to a section in the Privacy Standards or Security Standards means the section as in effect or as amended and for which compliance is required.

**Section 5.02 Modification of Agreement.** The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as may be necessary to implement the standards and requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the HIPAA Rules and other applicable state and federal laws relating to the security or confidentiality of **PHI** as determined solely by Facility.

In the event that a federal or state law, statute, regulation, regulatory interpretation, or court/agency determination materially affects this Agreement, as is solely determined by the Facility, the parties agree to negotiate in good faith any necessary or appropriate revisions to this Agreement. If the parties are unable to reach an agreement concerning such revisions within the earlier of sixty (60) days after the date of notice seeking negotiations or the effective date of the change in law or regulation, or if the change in law or regulation is effective immediately, the Facility, in its sole discretion, may unilaterally amend this Agreement to comply with the change in law upon written notice to Business Associate.

**Section 5.03 Non-Waiver.** A failure of any party to enforce at any time any term, provision or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. In no way whatsoever shall a waiver of any term, provision or condition of this

Agreement be valid unless in writing, signed by the waiving party, and only to the extent set forth in such writing.

**Section 5.04 Severability.** If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidation the remaining provisions hereof.

**Section 5.05 Survival.** The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement.

**Section 5.06 Third Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**Section 5.07 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and will become effective and binding upon the parties as of the effective date of this Agreement at such time as all the signatories hereto have signed a counterpart of this Agreement.

**Section 5.08 Notices.** Any notices required or permitted to be given hereunder by either party shall be given by telephone (if so required hereunder) or otherwise in writing: (1) by personal delivery; (2) by electronic facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt requested, in each case addressed to:

Business Associate:	Inyo County Behavioral Health Division 162 J Grove Street Bishop, CA 93514
Facility:	Bakersfield Behavioral Healthcare Hospital 5201 White Lane Bakersfield, CA 93309

or to such other addresses as the parties may request in writing by notice given pursuant to this **Section 5.08**. Notices shall be deemed received on the earliest of personal delivery, upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed, twenty-four (24) hours following deposit with a bonded courier or overnight delivery service, or seventy-two (72) hours following deposit into the U.S. Mail as required herein.

**Section 5.09 Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to principles of conflicts of laws).



**Section 5.10 Interpretation.** This Agreement shall be interpreted in the following manner:

- a. Any ambiguity shall be resolved in favor of a meaning that permits Facility to comply with the HIPAA Rules.
- b. Any inconsistency between the Agreement's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, court or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court or the regulatory agency.
- c. Any provision of this Agreement that differs from those mandated by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this Agreement.

**Section 5.11 Entire Agreement.** This Agreement constitutes the entire agreement between the parties related to the subject matter of this Agreement, except to the extent that the underlying agreement imposes more stringent requirements related to the use and protection of PHI upon Business Associate. This Agreement supersedes all prior negotiations, discussions, representations or proposals, whether oral or written. This Agreement may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this Agreement, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

**Section 5.12 Assignment.** This Agreement will be binding on the successors and assigns of the Facility and the Business Associate. However, this Agreement may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.

#### **OBLIGATIONS OF BUSINESS ASSOCIATE EFFECTIVE APRIL 20, 2005**

**Section 6.01 Electronic Health Record or "EHR."** Effective April 20, 2005, Business Associate shall comply with the HIPAA Security Rule, which shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Subparts A and C of Part 164, as amended by ARRA and the HITECH Act. "EHR" as used in this Agreement is defined in Attachment A.

#### **OBLIGATIONS OF BUSINESS ASSOCIATE EFFECTIVE SEPTEMBER 5, 2012**

**Section 7.01 Access to PHI in an Electronic Format.** Beginning effective September 5, 2012, if Business Associate uses or maintains PHI in an Electronic Health Record, Business Associate must provide access to such information in an electronic format if so requested by an Individual. Any fee that Business Associate may charge for such electronic copy shall not be greater than Business Associate's labor costs in responding to the request. If an Individual makes a direct request to Business Associate for access to a copy of PHI, Business Associate will promptly inform Facility in writing of such request.

**Section 7.02 Prohibition on Marketing Activities.** Beginning effective September 5, 2012, Business Associate shall not engage in any marketing activities or communications with any individual unless such marketing activities or communications are allowed by the terms of the underlying agreement between Business Associate and Facility and are made in accordance with ARRA or any future regulations promulgated thereunder. Notwithstanding the foregoing, payment for marketing activities should be in accordance with the ARRA or any future regulations promulgated thereunder.

**Section 7.03 Application of the Security Standards to Business Associate.** Effective September 5, 2012, Business Associate shall abide by the provisions of the Security Standards and use all appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Without limiting the generality of the foregoing sentence, Business Associate shall: (i) adopt written policies and procedures to implement the same Administrative, Physical and Technical safeguards required of the Facility; and (ii) abide by the most current guidance on the most effective and appropriate Technical safeguards issued by the Secretary.

#### **OBLIGATIONS OF BUSINESS ASSOCIATE EFFECTIVE SEPTEMBER 5, 2012**

**Section 8.01** Beginning September 5, 2012, Business Associate shall not receive any remuneration, directly or indirectly, in exchange for PHI, unless so allowed by the terms of the underlying agreement between Business Associate and Facility and in accordance with the ARRA and any future regulations promulgated thereunder.

#### **ADDITIONAL OBLIGATIONS OF BUSINESS ASSOCIATE UNDER THE SECURITY RULE**

**Section 9.01 Security Rule.** In accordance with the Security Rule, Business Associate agrees to:

- a. Implement the administrative safeguards set forth at 45 C.F.R. 164.308, the physical safeguards set forth at 45 C.F.R. 164.310, the technical safeguards set forth at 45 C.F.R. 164.312, and the policies and procedures set forth at 45 C.F.R. 164.316 to reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI that it creates, receives, maintains or transmits on behalf of Facility as required by the Security Rule. Business Associate acknowledges that, effective on the Effective Date of this Agreement, (a) the foregoing safeguards, policies and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Facility, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements; and
- b. Require that any agent, including a Subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and
- c. Report to the Facility any Security Incident of which it becomes aware.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first stated above.

**FACILITY**

By: Bakersfield Behavioral Healthcare Hospital

Name: Eugene Suksi

Title: Chief Executive Officer

Date: July 25, 2019

**BUSINESS ASSOCIATE**

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

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

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

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

## EXHIBIT A

### Definitions

"**Administrative Safeguards**" shall mean the administrative actions, policies, and procedures to manage the selection, development, implementation and maintenance of security measures to protect PHI and to manage the conduct of Facility's workforce in relation to the protection of that PHI.

"**Business Associate**" refers to Inyo County, and shall have the same meaning as the term "Business Associate" as defined in 45 CFR 160.103.

"**Covered Entity**" shall mean the Facility, **Bakersfield Behavioral Healthcare Hospital, LLC**.

"**Data Aggregation**" shall mean the combining of PHI by Business Associate with the Individually Identifiable Health Information created or received by Business Associate in its capacity as a business associate of another Covered Entity, to permit data analyses that relate to the health care operations of the Facility and the other covered entity.

"**Designated Facility Employees**" shall mean those persons designated in writing by the Facility to Business Associate as being included within the class of employees or other workforce members under the control of Facility designated in the Facility as authorized to use and disclose PHI in accordance with the terms and provisions of the Facility.

"**Designated Record Set**" shall mean the enrollment, payment, claims adjudication and case or medical management record systems maintained by or for the Facility, or any other group of records maintained by or for the Facility and used, in whole or in part, by or for the Facility to make decisions about individuals. As used herein the term "record" means any item, collection or grouping of information that includes PHI and is maintained, collected, used or disseminated by or for the Facility.

"**Discovery**" shall mean when a breach is discovered by Facility or Business Associate as of the first day on which such breach is known to Facility or Business Associate, or, by exercising reasonable diligence would have been known to Facility or Business Associate. Facility or Business Associate shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have known, to any person, other than the person committing the breach, who is a workforce member or agent of Facility or Business Associate.

"**Electronic Health Record**" or "**EHR**" shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

"**Facility**" shall mean **Bakersfield Behavioral Healthcare Hospital, LLC**.

"**Health Care Operations**" shall mean have the same meaning as the term "health care

operations" at 45 CFR 164.501.

**"HIPAA"** shall mean the Health Insurance Portability and Accountability Act of 1996, the implementation regulations promulgated thereunder by the U.S. Department of Health and Human Services, the ARRA (as defined below) and any future regulations promulgated thereunder, all as may be amended from time to time.

**"Individual"** shall have the same meaning as the term "individual" as defined in 45 CFR 160.103, and any amendments thereto, and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(i) **"Individually Identifiable Health Information"** shall have the same meaning as the term "individually identifiable health information" at 45 CFR 160.103.

**"Physical Safeguards"** shall mean the physical measures, policies and procedures to protect Facility's electronic information systems and related buildings and equipment from natural and environmental hazards and unauthorized intrusion.

**"Privacy Standards"** shall mean the Standards of Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164.

**"PHI" and/or "Protected Health Information"** shall mean Individually Identifiable Health Information transmitted or maintained in any form or medium that Business Associate creates or received from or on behalf of the Facility in the course of fulfilling its obligations under the Agreement. "Protected Health Information" shall not include (1) education records covered by the Family Education Rights and Privacy Act, as amended, 20 U.S.C. section 1232g, and (ii) records described in 20 U.S.C. section 1232g(a)(4)(B)(iv).

**"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR 164.512.

**"Secretary"** shall mean the Secretary of the United States Department of Health and Human Services.

**"Security Incident"** shall mean the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

**"Security Rule"** shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR Parts 160, 162, and 164.

**"Standard Transaction"** shall have the meaning set forth in 45 C.F.R. section 162.103.

**"Summary Health Information"** shall mean information, that may be Individually Identifiable Health Information and (i) that summarizes the claims history, claims expenses or

type of claims experienced by individuals covered by the Facility; and (ii) from which the information described in 45 C.F.R. section 164.514(b)(2)(i) has been deleted, except that the geographic information described in 45 C.F.R. section 164.514(b)(2)(i)(B) need only be aggregated to the level of a five-digit zip code.

**"Technical Safeguards"** shall mean the technology and policy and procedures for its use that protect HI and control access to it.

**"Treatment"** shall mean the provision, coordination or management of health care and related services by one or more health care providers, including the coordination or management of health care by a health care provider with a third party; consultation between health care providers relating to a patient; or the referral of a patient for health care from one health care provider to another.

Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning ascribed to them in the Privacy Rule, the Security Rule or the American Recovery and Reinvestment Act of 2009 ("ARRA") or any future regulations promulgated or guidance issued by the Secretary, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA, and the HIPAA Rules.



# County of Inyo



## Treasurer/Tax Collector

### **CORRESPONDENCE - INFORMATIONAL - NO ACTION REQUIRED**

**MEETING:** January 28, 2020

**FROM:** Alisha McMurtrie

**SUBJECT:** Treasury Status Report for Quarter Ending December 31, 2019.

---

**RECOMMENDED ACTION:**

Review Treasury Status Report for the Quarter Ending December 31, 2019 and direct any questions to the County Treasurer.

**SUMMARY/JUSTIFICATION:**

The report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purposes of the report are to disclose the following:

- the investments and deposits of the treasury;
- the cost basis and market values of the investments;
- compliance to the County Investment Policy;
- the weighted average of the investments; and
- the projected ability of the treasury to meet the expected expenditure requirements of the treasury's pooled participants for the next six months

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

Pursuant to Section 53646(g) of the Government Code, copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

**FINANCING:**

N/A

**ATTACHMENTS:**

1. TREASURY STATUS REPORT FOR QUARTER ENDING 12-31-2019

**APPROVALS:**

Moana Chapman  
Darcy Ellis  
Alisha McMurtrie

Created/Initiated - 1/9/2020  
Approved - 1/9/2020  
Final Approval - 1/9/2020



ALISHA MCMURTRIE  
TREASURER-TAX COLLECTOR  
(P) 760-878-0312  
(F) 760-878-0311  
inyottc@inyocounty.us



COUNTY OF INYO  
TREASURER-TAX COLLECTOR

JOEY PETERSON  
ASSISTANT TREASURER-  
TAX COLLECTOR

MOANA CHAPMAN  
OFFICE TECHNICIAN III

FABIOLA ISIDRO  
OFFICE TECHNICIAN III

TO: Honorable Members of the Inyo County Board of Supervisors  
FROM: Alisha McMurtrie, Treasurer-Tax Collector  
SUBJECT: Report of the Status of the Inyo County Treasury as of: December 31, 2019  
DATE: January 9, 2020

The following status report of the County Treasury as of 12/31/2019 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets.

The attached securities holdings report reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 671 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of:11/30/19 was \$7,613,817.91 (Principal: \$4,424,326.00 + Interest = \$3,317,517.98 less Fees:\$-128,026.07)

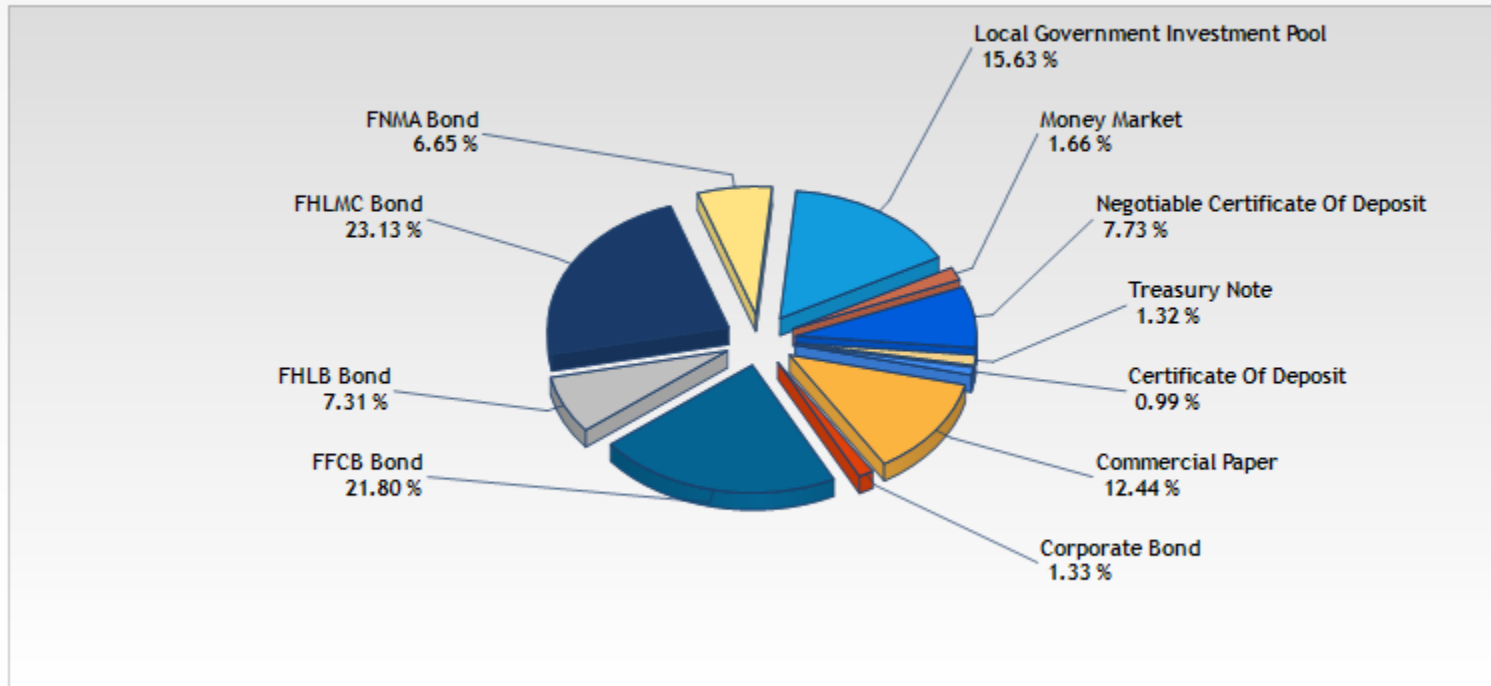
C: Members of the Inyo County Treasury Oversight Committee





Inyo County  
Distribution  
Group By: Security Type  
Average By: Book Value  
Portfolio / Report Group: All Portfolios  
As of: 12/31/2019

Portfolio Holdings Distribution by Security Type



Inyo County  
Portfolio Holdings  
Compliance Report | by Investment Policy  
Report Format: By Transaction  
Group By: Asset Category  
Average By: Face Amount / Shares  
Portfolio / Report Group: All Portfolios  
As of 12/31/2019

Description	CUSIP/Ticker	% of Portfolio	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest
Certificate of Deposit - 30 %										
American Express UT 1.95 5/7/2020	02587DXT0	0.16	05/07/2015	1.950	245,000.00	245,000.00	245,000.00	05/07/2020	128	706.81
American Express UT 2.45 4/5/2022	02587DN38	0.16	04/05/2017	2.450	248,000.00	248,000.00	248,000.00	04/05/2022	826	1,448.25
American State Bank IA 1.45 2/5/2020	029728AT9	0.16	02/05/2016	1.450	245,000.00	245,000.00	245,000.00	02/05/2020	36	253.05
Apex Bank 1.5 10/12/2021	03753XAQ3	0.16	10/12/2016	1.500	248,000.00	248,000.00	248,000.00	10/12/2021	651	193.64
Bank Hapoalin NY 2.05 1/15/2021	06251AL40	0.16	01/15/2016	2.050	245,000.00	245,000.00	245,000.00	01/15/2021	381	2,325.49
Barclays Bank DE 2.2 9/16/2020	06740KJK4	0.16	09/16/2015	2.200	248,000.00	248,000.00	248,000.00	09/16/2020	260	1,584.48
Belmont Savings Bank MA 2.15 3/21/2022	080515BV0	0.16	03/20/2017	2.150	248,000.00	248,000.00	248,000.00	03/21/2022	811	1,490.04
Beneficial Bank PA 1.25 4/27/2020	08173QBP0	0.16	04/27/2016	1.250	248,000.00	248,000.00	248,000.00	04/27/2020	118	33.97
BMW Bank NA UT 2.25 12/18/2020	05580ADM3	0.16	12/18/2015	2.250	245,000.00	245,000.00	245,000.00	12/18/2020	353	196.34
Bridgewater Bank MN 1.5 8/17/2020	108622ET4	0.16	02/17/2016	1.500	248,000.00	248,000.00	248,000.00	08/17/2020	230	142.68
Capital One Bank 2.25 7/1/2020	140420SX9	0.16	07/01/2015	2.250	248,000.00	248,000.00	248,000.00	07/01/2020	183	2,797.64
Capital One VA 2.3 7/15/2020	14042E4P2	0.16	07/15/2015	2.300	248,000.00	248,000.00	248,000.00	07/15/2020	197	2,641.03
Carroll County State Bank IA 1.2 8/12/2020	145087AH5	0.16	08/12/2016	1.200	248,000.00	248,000.00	248,000.00	08/12/2020	225	154.92
CELTIC BANK 1.85 11/27/2024	15118RTC1	0.16	11/27/2019	1.850	248,000.00	248,000.00	248,000.00	11/27/2024	1,793	50.28
Citibank UT 2.3 6/30/2020	17284DDN9	0.16	06/30/2015	2.300	248,000.00	248,000.00	248,000.00	06/30/2020	182	15.63
Citibank National SD 3.4 1/9/2024	17312QZ36	0.16	01/09/2019	3.400	245,000.00	245,000.00	245,000.00	01/09/2024	1,470	3,993.84
Commercial Bank MI 1.75 5/29/2020	201282HB9	0.16	12/30/2015	1.750	245,000.00	245,000.00	245,000.00	05/29/2020	150	11.75
Community Financial Services KY 1.6 2/17/2021	20364ABA2	0.16	02/17/2016	1.600	248,000.00	248,000.00	248,000.00	02/17/2021	414	152.20
Continental Bank UT 1.1 1/29/2020	211163FQ8	0.16	04/29/2016	1.100	248,000.00	248,000.00	248,000.00	01/29/2020	29	470.86
Discover Bank DE 1.75 11/2/2021	254672M39	0.16	11/02/2016	1.750	245,000.00	245,000.00	245,000.00	11/02/2021	672	693.05
ENERBANK USA 1.8 11/22/2023	29278TMN7	0.16	11/27/2019	1.800	248,000.00	248,000.00	248,000.00	11/22/2023	1,422	110.07
Everbank FL 2.05 8/28/2020	29976DA59	0.16	08/28/2015	2.050	248,000.00	248,000.00	248,000.00	08/28/2020	241	1,741.10
Evergreen Bank IL 1.6 5/29/2020	300185FM2	0.16	05/31/2017	1.600	248,000.00	248,000.00	248,000.00	05/29/2020	150	0.00
First Business Bank WI 1.6 1/21/2020	31938QR30	0.16	01/21/2016	1.600	245,000.00	245,000.00	245,000.00	01/21/2020	21	1,750.58
First Service Bank AR 1.5 11/12/2020	33640VBG2	0.16	02/12/2016	1.500	248,000.00	248,000.00	248,000.00	11/12/2020	317	193.64
First Source Bank IN 1.8 2/28/2020	33646CFN9	0.16	08/28/2015	1.800	248,000.00	248,000.00	248,000.00	02/28/2020	59	1,528.77
First Technology CA 3.6 1/9/2024-20	33715LDF4	0.17	01/09/2019	3.600	249,000.00	249,000.00	249,000.00	01/09/2024	1,470	540.30
Goldman Sacks Bank NY 1.9 5/6/2020	38148JSU6	0.16	05/06/2015	1.900	248,000.00	248,000.00	248,000.00	05/06/2020	127	710.03
Guaranty State Bank KS 1.6 6/30/2020	401228AW1	0.16	12/30/2015	1.600	245,000.00	245,000.00	245,000.00	06/30/2020	182	10.74
HSBC Bank VA Step 12/9/2020	40434AE62	0.16	12/09/2015	2.353	248,000.00	248,000.00	248,000.00	12/09/2020	344	467.12
Investors Community Bank WI 1.8 2/26/2021	46147USN1	0.16	02/27/2017	1.800	248,000.00	248,000.00	248,000.00	02/26/2021	423	48.92
Iowa State Bank IA 1.55 7/29/2020	46256YAH2	0.16	01/29/2016	1.550	245,000.00	245,000.00	245,000.00	07/29/2020	211	1,612.64
Iroquois Federal Savings IL 1.6 8/12/2020	46355PBV9	0.16	02/12/2016	1.600	248,000.00	248,000.00	248,000.00	08/12/2020	225	206.55
Jefferson Financial LA 2.2 11/22/2021	474067AJ4	0.16	11/22/2017	2.200	248,000.00	248,000.00	248,000.00	11/22/2021	692	582.97

JPMorgan Chase OH 1.8 11/18/2021	48126XLB9	0.16	11/18/2016	1.800	248,000.00	248,000.00	248,000.00	11/18/2021	688	525.90
Kansas Statebank 1.55 8/19/2020	50116CAJ8	0.16	02/19/2016	1.550	248,000.00	248,000.00	248,000.00	08/19/2020	232	126.38
LIVE OAK BANKING COMPANY 1.85 11/27/2024	538036GU2	0.16	11/27/2019	1.850	248,000.00	248,000.00	248,000.00	11/27/2024	1,793	427.38
Lubbock National Bank TX 1.55 7/29/2020	549152CM6	0.16	01/29/2016	1.550	245,000.00	245,000.00	245,000.00	07/29/2020	211	20.81
Maple City Savings TX 1.5 12/7/2020	56511PAC2	0.16	12/07/2016	1.500	248,000.00	248,000.00	248,000.00	12/07/2020	342	244.60
Mercantil Commercial FL 1.65 6/24/2021	58733ACY3	0.16	06/24/2016	1.650	248,000.00	248,000.00	248,000.00	06/24/2021	541	78.48
MERRICK BANK 1.75 11/29/2022	59013KEA0	0.16	11/29/2019	1.750	248,000.00	248,000.00	248,000.00	11/29/2022	1,064	23.78
Morgan Stanley Bank UT 2.65 2/8/2023	61747MJ77	0.16	02/08/2018	2.650	248,000.00	248,000.00	248,000.00	02/08/2023	1,135	2,610.79
MORGAN STANLEY PRIVATE BANK NA 1.9 11/20/2024	61760A3B3	0.16	11/27/2019	1.900	248,000.00	248,000.00	248,000.00	11/20/2024	1,786	529.29
Mountain America UT 2.4 11/30/2022	62384RAD8	0.16	11/30/2017	2.400	248,000.00	248,000.00	248,000.00	11/30/2022	1,065	260.91
Privatebank & Trust 1.5 5/26/2021	74267GVG9	0.16	05/26/2016	1.500	248,000.00	248,000.00	248,000.00	05/26/2021	512	356.71
State Bank India NY 2.35 2/24/2022	8562846J8	0.16	02/24/2017	2.350	248,000.00	248,000.00	248,000.00	02/24/2022	786	2,059.76
Stearns Bank MN 1.6 2/26/2020	857894TA7	0.16	02/24/2017	1.600	248,000.00	248,000.00	248,000.00	02/26/2020	57	76.10
Synchrony Bank UT 1.9 4/24/2020	87165FGF5	0.16	04/24/2015	1.900	248,000.00	248,000.00	248,000.00	04/24/2020	115	877.85
Texas Exchange Bank TX 1.7 11/30/2021-19	88241TAV2	0.16	11/30/2016	1.700	248,000.00	248,000.00	248,000.00	11/30/2021	700	11.55
UBS Bank UT 1.65 6/7/2021	90348JAR1	0.16	06/07/2016	1.650	248,000.00	248,000.00	248,000.00	06/07/2021	524	269.06
United Community Bank GA 2.05 3/1/2022	90984P5A9	0.16	03/01/2017	2.050	248,000.00	248,000.00	248,000.00	03/01/2022	791	1,685.38
VIRIVA FCU 1.85 11/27/2024	92823NAA9	0.16	11/27/2019	1.850	248,000.00	248,000.00	248,000.00	11/27/2024	1,793	50.28
Webbank UT 1.85 3/30/2020	947547JN6	0.16	03/30/2017	1.850	248,000.00	248,000.00	248,000.00	03/30/2020	90	12.57
Sub Total / Average Certificate of Deposit - 30 %		8.70		1.892	13,112,000.00	13,112,000.00	13,112,000.00		552	39,106.96
Commercial Paper - 15 %										
MUFG BANK LTD/NY 0 3/16/2020	62479LCG8	1.33	07/03/2019	2.153	2,000,000.00	1,969,731.11	2,000,000.00	03/16/2020	76	0.00
NATIXIS NY 0 2/21/2020	63873JBM1	2.65	05/30/2019	2.443	4,000,000.00	3,928,800.00	4,000,000.00	02/21/2020	52	0.00
NATIXIS NY 0 3/17/2020	63873JCH1	2.65	07/11/2019	2.193	4,000,000.00	3,940,000.00	4,000,000.00	03/17/2020	77	0.00
NATXNY 0 8/7/2020	63873JH78	4.65	11/22/2019	1.844	7,000,000.00	6,908,342.78	7,000,000.00	08/07/2020	220	0.00
Toyota Motor Credit 0 1/17/2020	89233GAH9	1.33	04/25/2019	2.547	2,000,000.00	1,962,916.67	2,000,000.00	01/17/2020	17	0.00
Sub Total / Average Commercial Paper - 15 %		12.61		2.150	19,000,000.00	18,709,790.56	19,000,000.00		118	0.00
Coporate Obligation - 30 %										
IBM Corporation 2.25 2/19/2021-20	459200JF9	0.66	02/19/2016	2.174	1,000,000.00	1,003,600.00	1,000,000.00	02/19/2021	416	8,250.00
PNC Bank 2.6 7/21/2020-15	69353RES3	0.66	07/21/2015	2.016	1,000,000.00	1,027,646.53	1,000,000.00	07/21/2020	203	11,555.56
Sub Total / Average Coporate Obligation - 30 %		1.33		2.095	2,000,000.00	2,031,246.53	2,000,000.00		310	19,805.56
Federal Agencies - 100 %										
FFCB 1.19 7/13/2020-17	3133EGLB9	1.33	07/13/2016	1.203	2,000,000.00	1,999,000.00	2,000,000.00	07/13/2020	195	11,106.67
FFCB 1.42 5/18/2020-16	3133EGAX3	0.66	05/18/2016	1.433	1,000,000.00	999,490.00	1,000,000.00	05/18/2020	139	1,696.11
FFCB 1.68 11/22/2023-21	3133ELAN4	1.33	11/22/2019	1.680	2,000,000.00	2,000,000.00	2,000,000.00	11/22/2023	1,422	3,640.00
FFCB 1.7 12/20/2021-20	3133ELES9	1.33	12/20/2019	1.700	2,000,000.00	2,000,000.00	2,000,000.00	12/20/2021	720	1,038.89
FFCB 1.7 6/2/2022-20	3133ELCH5	1.99	12/02/2019	1.700	3,000,000.00	3,000,000.00	3,000,000.00	06/02/2022	884	4,108.33
FFCB 2 12/2/2024-20	3133ELCE2	1.99	12/02/2019	2.000	3,000,000.00	3,000,000.00	3,000,000.00	12/02/2024	1,798	4,833.33
FFCB 2 9/12/2022-17	3133EHXZ1	1.99	09/12/2017	2.000	3,000,000.00	3,000,000.00	3,000,000.00	09/12/2022	986	18,166.67
FFCB 2.01 11/6/2023-20	3133EK5N2	1.99	11/06/2019	2.010	3,000,000.00	3,000,000.00	3,000,000.00	11/06/2023	1,406	9,212.50
FFCB 2.3 6/7/2023-21	3133EKNY8	1.33	06/07/2019	2.300	2,000,000.00	2,000,000.00	2,000,000.00	06/07/2023	1,254	3,066.67
FFCB 2.75 5/26/2020	3133EJW88	2.51	11/28/2018	2.750	3,775,000.00	3,775,000.00	3,775,000.00	05/26/2020	147	10,092.88
FFCB 2.76 5/5/2020	3133EJQ51	1.99	11/28/2018	2.760	3,000,000.00	3,000,000.00	3,000,000.00	05/05/2020	126	12,880.00
FFCB 2.8 12/17/2021	3133EJ3B3	3.32	12/17/2018	2.800	5,000,000.00	5,000,000.00	5,000,000.00	12/17/2021	717	5,444.44
FHLB 1.6 4/13/2020	3130AB3F1	0.66	04/13/2017	1.600	1,000,000.00	1,000,000.00	1,000,000.00	04/13/2020	104	3,466.67

FHLB 1.875 11/29/2021	3130AABG2	1.33	11/30/2016	2.115	2,000,000.00	1,977,324.00	2,000,000.00	11/29/2021	699	3,333.33
FHLB 2.55 6/5/2024-20	3130AGKB0	1.99	06/05/2019	2.550	3,000,000.00	3,000,000.00	3,000,000.00	06/05/2024	1,618	5,525.00
FHLB 3 1/29/2024-20	3130AFNZ6	1.33	01/29/2019	3.000	2,000,000.00	2,000,000.00	2,000,000.00	01/29/2024	1,490	25,333.33
FHLB Step 4/15/2024-20	3130AGAA3	1.99	04/15/2019	2.749	3,000,000.00	3,000,000.00	3,000,000.00	04/15/2024	1,567	15,516.67
FHLMC 1.7 12/22/2020	3134GBSA1	1.33	06/22/2017	1.700	2,000,000.00	2,000,000.00	2,000,000.00	12/22/2020	357	850.00
FHLMC 1.75 5/18/2023-20	3134GUPP9	1.99	11/18/2019	1.750	3,000,000.00	3,000,000.00	3,000,000.00	05/18/2023	1,234	6,270.83
FHLMC 2 1/8/2021-20	3134GTZM8	2.65	07/08/2019	2.000	4,000,000.00	4,000,000.00	4,000,000.00	01/08/2021	374	38,444.44
FHLMC 2 10/27/2021-19	3134GBWK4	1.99	07/27/2017	2.000	3,000,000.00	3,000,000.00	3,000,000.00	10/27/2021	666	10,666.67
FHLMC 2 11/18/2024-20	3134GURP7	3.17	11/19/2019	2.000	4,775,000.00	4,775,000.00	4,775,000.00	11/18/2024	1,784	11,406.94
FHLMC 2.02 12/23/2024-20	3134GUYS3	3.32	12/23/2019	2.020	5,000,000.00	5,000,000.00	5,000,000.00	12/23/2024	1,819	2,244.44
FHLMC 2.05 12/23/2024-20	3134GUB66	1.33	12/23/2019	2.050	2,000,000.00	2,000,000.00	2,000,000.00	12/23/2024	1,819	911.11
FHLMC 2.07 12/30/2024-20	3134GUN30	1.33	12/30/2019	2.070	2,000,000.00	2,000,000.00	2,000,000.00	12/30/2024	1,826	0.00
FHLMC 2.15 8/19/2024-20	3134GT2L6	1.99	08/19/2019	2.150	3,000,000.00	3,000,000.00	3,000,000.00	08/19/2024	1,693	23,650.00
FHLMC 2.25 8/5/2024-20	3134GTQ30	0.66	08/05/2019	2.250	1,000,000.00	1,000,000.00	1,000,000.00	08/05/2024	1,679	9,125.00
FHLMC 2.3 7/30/2024-20	3134GTP56	1.33	07/30/2019	2.300	2,000,000.00	2,000,000.00	2,000,000.00	07/30/2024	1,673	19,166.67
FHLMC Step 4/24/2020	3134GBGD8	1.33	04/24/2017	1.695	2,000,000.00	1,998,000.00	2,000,000.00	04/24/2020	115	7,444.44
FHLMC Step 6/15/2022-19	3134GBRV6	0.66	06/15/2017	2.420	1,000,000.00	1,000,000.00	1,000,000.00	06/15/2022	897	888.89
FNMA 1.25 5/6/2021	3135G0K69	1.33	05/16/2016	1.418	2,000,000.00	1,983,900.00	2,000,000.00	05/06/2021	492	3,819.44
FNMA 1.5 5/26/2021	3136G3PR0	1.33	05/26/2016	1.500	2,000,000.00	2,000,000.00	2,000,000.00	05/26/2021	512	2,916.67
FNMA 1.55 7/27/2021-19	3136G3H24	3.98	07/27/2016	1.550	6,000,000.00	6,000,000.00	6,000,000.00	07/27/2021	574	39,783.33
Sub Total / Average Federal Agencies - 100 %		58.77		2.072	88,550,000.00	88,507,714.00	88,550,000.00		1,023	316,050.36
Local Agency Investment Fund - \$ 50M										
LAIF LGIP	LAIF4000	15.60	09/30/2018	2.043	23,500,000.00	23,500,000.00	23,500,000.00	N/A	1	
Sub Total / Average Local Agency Investment Fund - \$ 50M		15.60		2.043	23,500,000.00	23,500,000.00	23,500,000.00		1	0.00
Treasury Notes   Bonds - 100 %										
T-Note 1.5 7/15/2020	9128282J8	1.33	07/15/2017	2.110	2,000,000.00	1,964,687.50	2,000,000.00	07/15/2020	197	13,777.17
Sub Total / Average Treasury Notes   Bonds - 100 %		1.33		2.110	2,000,000.00	1,964,687.50	2,000,000.00		197	13,777.17
UBS Money Market - 10 %										
UBS Financial MM	MM9591	1.66	06/30/2018	1.510	2,500,000.00	2,500,000.00	2,500,000.00	N/A	1	
Sub Total / Average UBS Money Market - 10 %		1.66		1.510	2,500,000.00	2,500,000.00	2,500,000.00		1	0.00
Total / Average		100		2.053	150,662,000.00	150,325,438.59	150,662,000.00		671	388,740.05

COUNTY OF INYO  
PARS OPEB Trust Program

Account Report for the Period  
11/1/2019 to 11/30/2019

Clint Quilter  
County Administrative Officer  
County of Inyo  
P.O. Drawer N  
Independence, CA 93526

### Account Summary

Source	Beginning Balance as of 11/1/2019	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 11/30/2019
OPEB	\$7,494,880.00	\$0.00	\$120,835.85	\$1,897.94	\$0.00	\$0.00	\$7,613,817.91
<b>Totals</b>	<b>\$7,494,880.00</b>	<b>\$0.00</b>	<b>\$120,835.85</b>	<b>\$1,897.94</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,613,817.91</b>

### Investment Selection

Moderate HighMark PLUS

### Investment Objective

The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

### Investment Return

1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
			3-Years	5-Years	10-Years	
1.61%	3.52%	11.46%	8.34%	5.92%	-	6/16/2010

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees